



THE TRUMAN COUNCIL

MOREGIONALPLANNING COMMISSION FOR
BARTON, JASPER, NEWTON, AND MCDONALD COUNTIES

417-208-9321
107 N Jefferson
Neosho, Mo 64850

CONTRACT DOCUMENTS FOR DUQUSENE MEMORIAL PARK PHASE II LWCF PROJECT #29-01764

Revised January 2024

Prepared by

Harry S Truman Coordinating Council
Neosho, MO



INVITATION TO BID

Sealed proposals, addressed to:

City of Duquesne
1501 S. Duquesne Road
Joplin, MO 64801

and endorsed "Proposal" for the **Duquesne Memorial Park Phase II, LWCF Project No 29-01764** will be received by the City of Duquesne until **Monday March 4th, 2024, at 10:00 A.M. Local Time** and then publicly opened and read aloud at **Duquesne City Hall, 1501 South Duquesne Road, Joplin, Missouri 64801.**

This project will have seven separate bid parts to the project.

- (A) Construction of park playground equipment. Associated work will include installation to be turnkey and include all freight costs, site preparation and necessary engineering fees, ADA rubber or mat surface to cover the entire area, ADA disabled swing, 8ft concrete connection to walking trail, and must meet Build America, Buy America Provision. In addition, guaranteed completion date with late penalties stated.
- (B) Construction of a black coated chain link fence that is 5 foot tall and 1600 linear feet. Associated work will include posts set in the concrete, two 12-foot entry gates, two ADA compliant pedestrian entry points, and must meet Build America, Buy America Provision, and turnkey installation to include site preparation and necessary engineering fees. In addition, guaranteed completion dates with penalties.
- (C) Construction of a 12'x12' ADA public restroom. Associated work will include construction, engineering and site preparation to be turnkey, must meet Build America, Buy America Provision, freestanding block construction, placed on concrete pad with 8 foot sidewalks installed from front door to park walking trail, steel coated roof, minimum interior dimensions, insulated to withstand winter temperatures, concrete walls and floors, floor slanted to drain in floor, connection for garden hose located in interior, all fixtures commercial grade stainless steel and including changing station and wall urinal, ADA compliant, interior lighting with commercial grade motion detector, steel entry door 36 inch with interior lock, with "occupied" indicator, exterior key lock, all drains connected to the city sewer system, water connected to city supply, electric connected to city supply, exterior commercial grade stainless, freeze proof steel ADA water fountain with bottle dispenser. The City of Duquesne requests that the restroom be located within 200 feet of the splash pad. In addition, guaranteed completion date with late penalties.
- (D) Construction of a shelter pavilion. Associated work will include turnkey installation, site preparation, engineering fees, shelter size 20'x24', 7'6" entry height, installed on 24'x30' concrete pad installed 2" above grade, concrete footings, powder coated steel framework, coated precut metal roofing, spoil and trash removal from site, electrical hookup underground to city source, bury hydrant hookup connected to city source that are freeze proof, and an 8 foot concrete connection from walking trail to shelter, sloped to entry point on concrete pad, and must meet Build America, Buy America Provision. In addition, guaranteed completion date with late penalties.
- (E) Construction of a splash pad. Associated work will include construction to be plumbed for 6 additional features to be added later, installation to be turnkey and include all freight costs and engineering fees, site preparation to be included with construction debris removed, concrete base with rebar 12-inch OC 10mm, concrete base designed to flow to drain on the pad, manifold with backflow preventer and pressure regulator, splash pad activator to allow activation by touch, 1000 sq. ft. with 5-foot dry zone around splash pad, in ground vault for valves, 6" drain connection to city wastewater system, connection to city water supply, timer for start/stop times, in ground electrical supply connected to existing service, 8 ft. concrete sidewalk connected to walking trail, an instruction manual and on-site training provided and must meet Build America, Buy America Provision. In addition, guarantee completion date with late penalties.

To obtain an image of what the City of Duquesne is requesting or to receive the bid packet please visit the Truman Council's website at <http://www.hstcc.org/bids>.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City Clerk, at (417) 781-5085, at least five (5) working days prior to the bid opening you plan to attend.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the bid proposal.

The City of Duquesne hereby notifies all bidders that it will affirmatively ensure that in any contract entered pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. Federal Land and Water Conservation Funds are being used in this project and all relevant federal, state, and local requirements apply.

To qualify, proposals must be submitted on the provided forms and included as part of the submission. The project will be granted to the lowest, responsive, and responsible bidder. Each proposal within the bid packet will be considered separately during the bidding process. The city of Duquesne reserves the right to reject all bids.

January 10th, 2024
Date

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Image examples of what the city is requesting:

- a. **Park Playground**
- b. **Black Chain Length Fence**
- c. **Public Restrooms**
- d. **Shelter Pavilion**
- e. **Splash Pad**

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. N/A
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. Bidder’s Acknowledgment, Anti-Collusion Statement, and Certification Regarding Affirmative Action must also be included. The Technical Specifications/Job Special Provisions are for the bidder’s information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Duquesne. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 4. Please read all items in the bidding document carefully. Complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. Submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. If a DBE is used, submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. Submit all E-Verify Information, including Affidavit of Compliance and Memorandum of Understanding (MOU).
- 9. Staple addenda to the bid in the appropriate part of the bid. The letter (if applicable) accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)



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

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Using a different bid bond form than the one provided
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made



All questions concerning the bid document preparation can be directed to Carrie Campbell, HSTCC at 417-540-2281. Project specific questions can be directed to Carrie Campbell, HSTCC at 417-540-2281.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City Clerk, at (417) 781-5085 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

PROPOSAL

Sealed bids, addressed to City of Duquesne, 1501 South Duquesne Road, Joplin, Missouri, 64801 will be received by the City of Duquesne until **Monday March 4th, 2024, at 10:00 A.M. Local Time at City Hall at 1501 South Duquesne Road, Joplin, Missouri 64801**, and at that time will be publicly opened. Bids should be delivered to City Hall for the Bid Opening.

(1) **PROPOSED WORK:**

- (A) Construction of park playground equipment that would fit within 40'x60'. Associated work will include installation to be turnkey and include all freight costs, site preparation and necessary engineering fees, ADA rubber or mat surface to cover the entire area, ADA disabled swing, 8ft concrete connection to walking trail, and must meet Build America, Buy America Provision. In addition, guaranteed completion date with late penalties stated.
- (B) Construction of a black coated chain link fence that is 5 foot tall and 1600 linear feet. Associated work will include posts set in the concrete, two 12-foot entry gates, two ADA compliant pedestrian entry points, turnkey installation to include site preparation and necessary engineering fees, and must meet Build America, Buy America Provision. In addition, guaranteed completion dates with penalties.
- (C) Construction of a 12'x12' ADA public restroom. Associated work will include construction, engineering and site preparation to be turnkey, freestanding block construction, placed on concrete pad with 8 foot sidewalks installed from front door to park walking trail, steel coated roof, minimum interior dimensions, insulated to withstand winter temperatures, concrete walls and floors, floor slanted to drain in floor, connection for garden hose located in interior, all fixtures commercial grade stainless steel and including changing station and wall urinal, ADA compliant, interior lighting with commercial grade motion detector, steel entry door 36 inch with interior lock, with "occupied" indicator, exterior key lock, all drains connected to the city sewer system, water connected to city supply, electric connected to city supply, exterior commercial grade stainless, freeze proof steel ADA water fountain with bottle dispenser, and must meet Build America, Buy America Provision. The City of Duquesne requests that the restroom be located within 200 feet of the splash pad. In addition, guaranteed completion date with late penalties.
- (D) Construction of a shelter pavilion. Associated work will include turnkey installation, site preparation, engineering fees, shelter size 20'x24', 7'6" entry height, installed on 24'x30' concrete pad installed 2" above grade, concrete footings, powder coated steel framework, coated precut metal roofing, spoil and trash removal from site, electrical hookup underground to city source, bury hydrant hookup connected to city source that are freeze proof, and an 8 foot concrete connection from walking trail to shelter, sloped to entry point on concrete pad, and must meet Build America, Buy America Provision. In addition, guaranteed completion date with late penalties.
- (E) Construction of a splash pad. Associated work will include construction to be plumbed for 6 additional features to be added later, installation to be turnkey and include all freight costs and engineering fees, site preparation to be included with construction debris removed, concrete base with rebar 12-inch OC 10mm, concrete base designed to flow to drain on the pad, manifold with backflow preventer and pressure regulator, splash pad activator to allow activation by touch, 1000 sq. ft. with 5-foot dry zone around splash pad, in ground vault for valves, 6" drain connection to city wastewater system, connection to city water supply, timer for start/stop times, in ground electrical supply connected to existing service, 8 ft. concrete sidewalk connected to walking trail, an instruction manual and on-site training provided and must meet Build America, Buy America Provision. In addition, guarantee completion date with late penalties.

- (2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, specifications, general conditions, revisions, and the request for bid, including appendices, and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.
- (3) **PERIOD OF PERFORMANCE:** Upon acceptance of the bid, the bidder commits to diligently execute the work at a rate and in a manner deemed necessary for timely completion. The specific timeframe for completion will be mutually agreed upon by the city and the contractor.
- (4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered as follows:
- Liquidated damages per day \$500/Calendar Day
- (5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of these contract documents. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.
- Paper Bid Bond
 Cashier's Check
- (6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications (regarding affirmative action and equal opportunity), (regarding disbarment, eligibility, indictments, convictions, or civil judgments), (regarding anti-collusion), and (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided herein the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.
- (7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in the specifications with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall the state wage. The applicable state wage rates for this contract are detailed in the Annual Wage Order attached to this bidding document.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor

forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) BUY AMERICA REQUIREMENTS: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website:

www.whitehouse.gov/omb/management/made-in-america/.

Please see the Build America, Buy America Certificate and Materials of Origin form in this packet.

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. The undersigned shall staple all addenda(s) to the bid in the appropriate part of the bid.

(14) SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

_____ ,
which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual partnership joint venture
 corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this _____ day of _____ 20____.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS

AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

- Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder. The City of Duquesne reserves the right to add, delete or change any quantities or bid items to bring the project within budgetary limitations or other considerations and further reserves the right to reject any or all bids.

(16) **SALES AND USE TAX EXEMPTION:** The City of Duquesne, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(17) **ITEMIZED BID:** The bidder shall complete the following section(s) in accordance with Duquesne Standard Specifications. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work. The undersigned submits the following itemized proposal and hereby authorizes the Coalition to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract

The undersigned, as bidder, understands that this bid shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving bids.

(18) **QUANTITIES:** It is understood by the undersigned that the quantities given in the following itemized proposal are not guaranteed by the Engineer and are used solely for the purpose of comparing bids and awarding the contract and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.

- (19) **MATERIALS:** Material certificates will be required for the following items:
- a. All Classes of Concrete
 - b. All Classes of Aggregate

(20) **DBE GOAL:** The DBE Goal for this project is set at **0%**. However, DBE prime and subcontractors are encouraged to bid.

(21) **CERTIFICATION REGARDING AFFIRMATIVE ACTION STATEMENT:** It is further understood that DBE submittal forms will be required to be submitted by 4:00 P.M. three (3) business days after the bid opening. No Bid will be considered if the aforementioned items are not completely filled out and attached to the proposal at the time of the bid opening.

Dated this _____ day of _____ 20_____.

This Proposal is respectfully submitted,

ATTEST:

By _____

Title _____

(Seal)
(If Bid by a Corporation)

Name of Bidder

By _____

Title _____

Bidders' Address

(Zip Code)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____ as principal and _____ as surety, are held and firmly bound unto the (Insert LPA Name) _____ in the penal sum of _____ Dollars (\$ _____) to be paid to the City of Duquesne, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____
THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Duquesne on **Memorial Park Trail. LCWF Project No 29-01764** for construction or improvement of project(s) as set out in said bid;

NOW THEREFORE, if the coalition shall accept the bid of the principal and if the principal shall properly execute and deliver to the coalition the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the coalition, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the city, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the city, shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the Coalition, in accordance with the specifications.

Principal

SEAL

By _____
Signature

Surety

SEAL

By _____
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

BID SCHEDULE

The BIDDER commits to completing all tasks outlined in the Contract Documents for a specified lump sum price. In case of discrepancy, written words shall govern.

The BIDDER has the option to submit bids for any of the categories A-E, with each category being independently awarded. Bidders can choose to bid on all categories or selectively bid on specific ones.

A – Playground Equipment					
Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Turnkey & Freight			\$	\$
2	Site Preparation & Necessary Engineering Fees			\$	\$
3	ADA Rubber or Mat Surface to cover entire area			\$	\$
4	ADA Disabled Swing			\$	\$
5	8 Ft concrete connection to walking trail			\$	\$
6	Playground Equipment			\$	\$
TOTAL BASE BID					\$

B – Black Chain Length Fence					
Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Black Chain Length Fence (5ft and 1600 linear feet)			\$	\$
2	Posts set in concrete			\$	\$
3	12-Foot entry Gates		2	\$	\$
4	ADA Compliant Pedestrian Entry Points		2	\$	\$
5	Turnkey Installation to include Site Prep & Necessary Engineering fees			\$	\$
TOTAL BASE BID					\$

C – Public Restrooms

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Construction of a 12'x12' ADA Restroom			\$	\$
2	Engineering and Site Prep & Turnkey			\$	\$
3	Freestanding block construction			\$	\$
4	Concrete pad with 8 ft. sidewalks installed from door to park walking trail			\$	\$
5	Steel coated roof			\$	\$
6	Insulated to withstand Winter Temperatures			\$	\$
7	Concrete walls and floors (floors slanted to drain in floor)			\$	\$
8	Connection for garden hose located in interior			\$	\$
9	Fixtures commercial grade stainless steel			\$	\$
10	Changing Station and Wall urinal			\$	\$
11	Exterior Key Lock			\$	\$
12	Plumbing connected to City sewer water system			\$	\$
13	Water connected to city supply			\$	\$
14	Commercial grade stainless steel, freeze proof steel ADA water fountain with bottle dispenser (Exterior)			\$	\$
15	ADA Approved sink and hand drying station			\$	\$
16	ADA approved toilet			\$	\$
TOTAL BASE BID					\$

D – Shelter Pavilion

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Construction (shelter size 20'x24'			\$	\$
2	Engineering and Site Prep & Turnkey			\$	\$
3	24'x30' concrete Pad 2" above grade			\$	\$
4	Concrete Footings			\$	\$
5	Powder Coated Steel Framework			\$	\$
6	Coated Precut Metal Roofing			\$	\$
7	Spoil and Trash removal from site			\$	\$
8	Electrical Hookup underground to City Source			\$	\$
9	Bury hydrant hookup connected to City source that are freeze proof			\$	\$
10	8ft Concrete connection from walking trail to shelter with ADA concrete pad to entry point			\$	\$
TOTAL BID BASE					

E - Splash pad

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Installation to be turnkey, freight and engineering			\$	\$
2	Site Preparation & Construction Debris removed			\$	\$
3	Concrete Base with Rebar 12-inch OC 10mm			\$	\$
4	Concrete Base designed to flow to drain on the pad			\$	\$
5	Manifold with backflow preventer and pressure regulator			\$	\$
6	Splash pad activator to allow activation by touch			\$	\$
7	1000 sq. ft. with 5-foot dry zone around splash pad			\$	\$
8	In ground electrical supply connected to existing service			\$	\$
9	8 ft. concrete sidewalk connected to walking trail			\$	\$
10	Instruction manual and on-site training provided			\$	\$
11	Splash pad Equipment		1	\$	\$
TOTAL BID BASE					

Each item A-G will be awarded separately and you can bid on all or some of the items.

A	Playground Equipment	\$
B	Black Chain Length Fence	\$
C	Public Restrooms	\$
D	Shelter Pavilion	\$
E	Splash Pad	\$
TOTAL BID BASE		\$

The owner has a right to delete any or all bid items listed as necessary to bring the project within budgetary limits.

DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the City of Duquesne, Care of Allgeier, Martin and Associates, Inc. by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is 417-680-7300 and the email address for submittal is Michael.Keaton@AMCE.com. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
1.					
		Total			
2.					
		Total			
3.					
		Total			
4.					
		Total			
Total		Total			Total

** Cannot exceed contract amount for given item of work.

DBE Submittal

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services Trucks are leased from non-DBE source				Only Include <u>Fees</u> for Trucking Services	
Brokered Services				Only Include <u>Fees</u> for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

** Cannot exceed contract amount for given item of work.

Company: _____ Date: _____

By: _____ Title: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS

1.0 Disadvantaged Business Enterprise (DBE) Program Requirements. The subsequent Sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal financial participation. Federal-aid or federal financial participation includes, but is not limited to, any funds directly or indirectly received by MDNR, or authorized for distribution to or through MDNR, by the USDOT or any operating administration within the USDOT. These provisions will not apply to Coalition contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), the Coalition's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Coalition in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Coalition and MDNR, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MDNR that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Coalition's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract financed in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for, and participate in performance on project contracts and subcontracts.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Coalition, "the recipient" will be defined as either the Coalition, or MDNR, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

6.0 Bank Services. The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program contract goal credit. Any questions on this subject should be directed to the MDNR External Civil Rights Director. See [Sec 7.0](#).

7.0 DBE Program Information. DBE Program information may be obtained from the MDNR External Civil Rights Director, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: dbe@MDNR.mo.gov. It will be the duty of each contractor, for the contractor and for the contractor's subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety's principal.

8.0 DBE Certification, and the Missouri Unified Certification Program. The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link: http://www.MDNR.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

9.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any call involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Coalition, and to MDNR:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Coalition's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MDNR and have been informed as to their duties and obligations under the DBE Program regulations by MDNR staff and/or by USDOT DBE Program staff.

(b) The bidder certifies that the bidder has complied with the federal and state DBE Program requirements in submitting the bid, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that bid.

(c) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or sex in the performance of the contract, or in the award of any subcontract.

(d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MDNR as set out below.

(e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the

bidder is not able to meet the Coalition's DBE contract goal, and if the bidder is not able to meet that DBE contract goal by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE Contract Goal.

(f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other applicable penal laws, that if it awarded the contract and if MDNR or the Coalition determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Coalition, through MDNR, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. The Coalition, through MDNR, may impose any other remedies available at law or provided in the contract in the event of a contract breach. The bidder further understands and agrees that this clause authorizes the Coalition, through MDNR, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Coalition and MDNR to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

(g) The surety upon any bid or contract bond acknowledges the surety is held and firmly bound to the Local Agency for each and every duty of the surety's principal provided in any bid or contract regarding the DBE program.

10.0 Designation of DBE firms to perform on contract The bidder states and certifies, under penalty of perjury or other applicable penal laws, that the DBE participation information submitted in the bid or within the stated time thereafter is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MDNR line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed that the DBE firm will participate in and perform the work, with the DBE's own forces. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR 26.53.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MDNR. The bidder understands it must receive approval in writing from MDNR for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract,

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be certified at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more, dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MDNR in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.

(3) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MDNR will not be credited toward meeting the DBE contract goal. The contractor will remain subject to appropriate administrative remedies, including but not limited to, liquidated damages for the full dollar amount that the DBE contract goal is not met. Liquidated damages will also be assessed against the contractor if the original, substitute or replacement DBE firms perform the required contract work, but are not paid in full for some or all of that work by the contractor, including back charges. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

11.0 Good Faith Effort to Secure DBE Services. The bidder shall make a good faith effort to seek DBEs in a reasonable geographic area to where the solicitation for subcontracts and material is made. If the bidder cannot meet the goals using DBEs from that geographic area, the bidder shall, as a part of the effort to meet the goal, expand the search to a wider geographic area.

11.1 Bidding Procedure. The following bidding procedure shall apply to the contract, for DBE program compliance purposes.

11.2 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

The bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the bid package are the sole liabilities of the bidders. The bid may be found non-responsive if the submittal is not complete and/or accurate.

11.3 Bid Rejection, Bid Security Disposition. The failure of either the apparent low bidder or the second low bidder to file the completed and executed "DBE Identification Submittal", listing actual,

committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid, and the bid surety bond or bid guaranty of that bidder will be forfeited to and become the property of the Local Agency upon demand.

(a) Any bidder rejected for failure to submit the completed and executed "DBE Identification Submittal" information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to this provision, and the disposition of the bidders bid bond or guaranty, on behalf of the bidder and the bidders bid surety or guaranty.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

11.4 Good Faith Efforts Described. Good faith efforts to meet the DBE contract goal may include, but are not limited to, the following:

(a) Attending a pre-bid meeting, if any, scheduled by the department to inform DBEs of contracting and subcontracting opportunities;

(b) Advertising in general circulation trade association and socially and economically disadvantaged business directed media concerning subcontracting opportunities.

(c) Providing written notice to a reasonable number of specific DBEs so that the DBE's interest in the contract are solicited in sufficient time to allow the firm to participate effectively;

(d) Following-up on initial written notice or solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.

(e) Maintaining documentation of responses received in the effort to solicit DBE participation.

(f) Selecting portions of work to be performed by DBEs to increase the likelihood of meeting the DBE goal, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

(g) Providing interested DBEs adequate information about plans, specifications and requirements of the contract.

(h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE's capabilities.

(i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the Local Agency or by the bidder.

(j) Making effective use of available disadvantaged business organizations, minority bidders' groups, local, state and federal disadvantaged business assistance offices, MDNR and other organizations that provide assistance in the recruitment and placement of DBEs.

11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts. In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by MDNR. Any bidder that has not met the Coalition's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial

sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MDNR reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

12.0 DBE Participation for Contract Goal Credit. DBE participation on the contract will count toward meeting the DBE contract goal as follows:

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the MRCC as a DBE at the time the contract or subcontract is executed, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself.

(b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the contract work that the DBE has performed with the DBE's own forces. The MDNR External Civil Rights Director shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to review and approve the contractor's organizational structure and proposed operation. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a MDNR certified DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or the prime's affiliated firms, or from another non-DBE subcontractor, will not count toward the DBE contract goal.

(c) The contractor may count expenditures to a DBE subrecipient toward the DBE contract goal only if the DBE performs a commercially useful function (CUF) on that contract.

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MDNR as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

(1) A regular dealer will be defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

(2) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt, without owning, operating or maintaining a place of business where it

keeps such items in stock, if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

(3) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the regular dealer, who shall be responsible for their distribution.

(4) A manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises, the material, supplies, articles or equipment required under the contract and of the general character described by the project specifications. A manufacturer will include firms that produce finished goods or products from raw or unfinished material, or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

(e) A contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

(1) The contractor may count toward the DBE contract goal the entire amount of fees or Coalitions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive, compared with fees customarily charged for similar services.

(2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.

(f) A contractor may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MDNR to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the contractor shall determine, or contact the MDNR External Civil Rights Director for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.

(g) The contractor will receive DBE contract goal credit for the fees or Coalitions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MDNR to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site; a broker typically will not purchase or pay for the material, supplies or equipment, and if the broker does purchase or pay for those items, those costs will be reimbursed in full. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MDNR must determine that the DBE broker has performed a CUF in providing the contract work or service.

13.0 Performing a Commercially Useful Function (CUF). No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm, if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work, and the DBE actually performs, manages and supervises the work involved with the firm's own forces. To perform a CUF, the DBE alone shall be responsible, and alone must bear the risk, for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

13.1 Contractor's Obligation to Monitor CUF Performance. It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MDNR is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

13.2 DBEs Must Perform a Useful and Necessary Role in Contract Completion. A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

13.3 DBEs Must Perform The Contract Work With Their Own Workforces. If a DBE does not perform and exercise responsibility for at least 30 percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MDNR will presume that the DBE is not performing a commercially useful function.

13.4 Factors Used to Determine if a DBE Trucking Firm is Performing a CUF. The following factors will be used to determine whether a DBE trucking company is performing a commercially useful function (CUF):

(a) To perform a CUF, the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation that the DBE is being paid for on the contract work. There shall not be contrived arrangement, including but not limited to, any arrangement that would not customarily exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal.

(b) The DBE must own and operate at least one fully licensed, insured and operational truck used in performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for hauling the necessary materials or supplies.

(c) The DBE receives 100 percent contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures and operates, using drivers that the DBE employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for of the transportation services the lessee DBE firm provides on the contract.

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE contract goal credit only for the brokerage fee or Coalition the DBE receives as a result of the lease arrangement. The DBE will not receive credit for the total value of the transportation services provided by the non-DBE lessee. Furthermore, no DBE contract goal credit will be allowed, even for brokerage fees or Coalitions, where the DBE leases the

trucks from the contractor on the project or a firm owned, controlled by, or affiliated by ownership or control to, the contractor.

(f) For purposes of this section, the lease shall indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks shall display the name and identification number of the DBE firm that has leased the truck at all times during the life of that lease.

13.5 MDNR Makes Final Determination On Whether a CUF Is Performed. MDNR and the Coalition will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MDNR will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

14.0 Use of Joint Checks

Request for joint checks must be made to MDNR by the contractor. Prior approval must be given before the use of joint checks is allowed. Contact External Civil Rights Division at 573-751-4309 or dbe@MDNR.mo.gov to request a Joint Check Request Form.

15.0 Verification of DBE Participation, Liquidated Damages.

15.1 Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MDNR and the Coalition will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

15.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Coalition for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Coalition, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Coalition or MDNR may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

16.0 Prompt Payment Requirements. In accordance with Title 49 CFR 26.29, the contractor shall comply with the prompt payment requirements of that regulation, Section 34.057, RSMo., the provisions of the Coalition's rule 7 CSR 10-8.111 and the contract. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually to those prompt payment requirements at the contractor's expense.

17.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Coalition's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) **ss**

County of _____)

Now this ___ **day of** _____, **20** __, **the undersigned,**
being first duly sworn, deposes and says:

- 1. I am more than 18 years of age.**
- 2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of** _____
(name of Corporation, LLC, sole proprietorship or partnership)
- 3. I am authorized to make this affidavit on behalf of**

(name of business entity, same as above)
- 4. I state and affirm that** _____ **is enrolled and is**
(name of business entity, same as above)
currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
- 5. Further,** _____ **does not knowingly employ**
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, _____ has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since
January 1, 2009 or obtained documents required for completion of a
federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this
company's Memorandum of Understanding with the United States
concerning the use of e-verify.

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

Authorized Agent, Partner, Owner or Officer

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

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

Human Relations Director

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

FURTHER THE AFFIANT SAYETH NOT

(Signature)

On this ___ day of _____ in the year 20 ___, before me, _____
a Notary Public in and for said State, personally appeared _____, known to me
to be the person who executed the within affidavit, and acknowledged to me that he/she executed the
same for the purposes therein stated.

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

Notary Public

My Commission Expires:

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____)
County of _____) ss

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint venturers) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the _____ of _____;
(President or other agent)

that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL)

Notary Public

My commission expires _____

Project No.: LWCF 29-01764
Owner: City of Duquesne, Missouri

ANTI-COLLUSION STATEMENT

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that he is _____
_____(Title of Person Signing)
of _____
 (Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

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

By _____
By _____
By _____

Sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project No.: LWCF 29-01764
Owner: City of Duquesne, Missouri

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

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

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

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

_____ Company
By: _____
Date: _____ Title

CONTRACT

THIS AGREEMENT, made and entered into this ___day of _____, **20**_by and between the **City of Duquesne, Missouri**, First Party, hereinafter referred to as the OWNER, and _____, Second Party, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

Article 1. It is hereby mutually agreed that for and in consideration of the sum of _____ **& 00/100 Dollars (\$0.00)**, to be paid the Contractor by the Owner as set forth in the General Provisions, the said Contractor shall furnish all labor, equipment, accessories, and materials (except material otherwise furnished as specified), and shall perform all work necessary to construct and complete the improvements in good, substantial, and workmanlike manner, ready for use, and in strict accordance with the contract drawings and specifications as approved and filed pertinent to law in the office of the legal representative of the Owner.

Article 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the work at stated intervals, in the amounts certified by the Engineer, in accordance with the provisions of the General Provisions, and as set forth in the proposal as accepted by the Owner.

Article 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due to the Contractor by reason of his faithful completion of the work, taking into consideration additions to or deductions from the contract price by reason of alterations or modifications to the original contract will be paid by the Owner to the Contractor within thirty (30) days after said completion and acceptance.

Article 4. It is hereby further agreed that the words "he" or "him" whenever used herein as referring to the Contractor, shall be deemed to refer to said Contractor whether a corporation, partnership, or individual, and this Contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

Article 5. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents as specifically set out in the General Provisions and they are hereby made a part of this agreement as fully as if set out at length herein.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this Agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

ATTEST:

(SEAL)

(Name & Title) (Please Print or Type)

(SEAL)

OWNER, FIRST PARTY

City of Duquesne, Missouri _____

By _____

Name & Title (Please Print or Type)

CONTRACTOR, SECOND PARTY

Firm Name

By _____

Name & Title (Please Print or Type)

Address

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(sole individual, partnership, joint venture, or corporation,)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto **The City of Duquesne, Missouri**

1501 South Duquesne Road, Joplin, Missouri 64801

hereinafter called OWNER, in the penal sum of _____ **& 00/100 Dollars (\$0.00)**, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

Duquesne Memorial Park Phase II, LWCF 29-01764

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, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he 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 the same shall in any wise 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 no final settlement between the OWNER and SUPPLIER shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, **20**_____.

ATTEST: (SEAL)

Principal

y. _____

By _____

(Witness as to Principal)

Name & Title: _____
(Please type or print)

(Address)

Address: _____

ATTEST: (SEAL)

(Surety)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(Address)

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(sole individual, partnership, joint venture, or corporation,)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto **The City of Duquesne, Missouri**

1501 South Duquesne Road, Joplin, Missouri 64801

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ **& 00/100 Dollars (\$0.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

Duquesne Memorial Park Phase II, LWCF Project No 29-01764

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 extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, 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 the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligations 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 no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: (SEAL)

Principal

By _____

By _____

(Witness as to Principal)

Name & Title: _____
(Please type or print)

(Address)

Address: _____

ATTEST: (SEAL)

(Surety)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(Address)

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

REQUEST FOR APPROVAL OF SUBCONTRACT

Project: Duquesne Memorial Park Phase II, LWCF 29-01764
Owner: City of Duquesne
TO: Bill Sherman, Mayor

We request the Owners approval to sublet the items of work listed on the back of this form to:

Subcontractor: _____
Address: _____
Telephone: _____

The Subcontractor is classified:
____ Non-DBE
____ DBE

This request complies with requirements of the Standard Specifications, Supplemental Specifications, and Special Provisions, including but not limited to:

General Terms and Conditions for Federally Funded/Assisted Construction Projects

US. Dept. of Labor Wage rates

State Wage Rate Requirements

Non discrimination in Employment

Respectfully submitted,

(Contractor)

Equal Employment Opportunity

Nonsegregated Facilities

Small Business Act

By _____

Date

Have you attached the necessary EEO forms (If Required)?

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS

TYPE OF WORK

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |

10_
11_
12_
13_
14_
15_

OWNER APPROVAL

Approval – Owner’s Representative

Date

Distribution after approval:

Contractor, Owner’s Rep., Subcontractor

CONTRACTOR'S INSTRUCTIONS FOR FILLING OUT REQUEST TO SUBCONTRACT WORK

Fill in Project Number, Route, County/City, Owner's Representative's Name, Subcontractor's Name, Address and Telephone, Subcontractor Classification, Contractor Signature Block and Date.

Do not write below the double line.

List items in the same order as they appear in the contract.

Quantities on the request may be different than in the contract. Partial quantities are acceptable with an explanation. (Put an * by Quantity and an * with explanation listed below item descriptions.)

The Unit Price on a request can never be more than the unit price stated in the contract (No Exceptions).

The Unit Price on a request may be less than the unit price stated in the contract. (Put an * by unit price and an * with explanation listed below item descriptions.)

Use the following table to determine in what column to place the subcontracted amounts:

	Sublet Amount -----	DBE Allowance -----
<u>Without DBE Requirements in Project:</u>		
Non-DBE sub doing work:	Yes	No
DBE sub doing work:	Yes	No
<u>With DBE Requirements in Project:</u>		
Non-DBE sub doing work:	Yes	No
DBE sub doing work:	No	Yes*

*May not exceed the maximum DBE allowance in the contract. It then becomes a non-specialty item and is listed in the appropriate amount column.

Fill in the column Totals, then STOP. Do not write below the double line.

For subcontractors in excess of \$10,000.00, submit the proposed subcontractors completed Certification Regarding Equal Opportunity and Affirmative Action in Subcontracting with this request.

Does the proposed subcontractor have the proper insurance submitted? If not, the request cannot be approved.

(CONTRACTOR'S LETTERHEAD)

DATE: _____

SUBJECT: **Duquesne Memorial Park Phase II, LWCF 29-01764**

Disadvantaged Enterprise (DBE) Documentation

Agency: City of Duquesne, Missouri

TO: City of Duquesne, Missouri

In accordance with the Disadvantaged Business Enterprise Contract Provisions, we have listed below the DBE's used on this project and the work they performed. The list also shows the actual dollar amount we paid to each DBE that is applicable to the percentage participation set forth in the contract.

DBE's

ABC Construction Co. (List Work Performed) \$ _____

XYZ Supply & Hauling Co. (Supply Materials (60%)

\$1,000.00 x 60%) \$ _____

(Supply Materials 100%) \$ _____

(Hauling Materials) \$ _____

TOTAL \$ _____

If you desire further information, please advise.

Very truly yours,

(Name of Construction Company)

(President or Authorized Representative)

GENERAL CONDITIONS
FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

1. These General Conditions for Federally Funded/Assisted Construction Projects (GCFFAC) must be physically incorporated in each construction contract funded by the Land and Water Conservation Fund in Missouri. The contractor (or subcontractor) must insert this document in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of the GCFFAC are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

GCFFAC must be included in all contracts to be paid using federal assistance, and in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies must physically incorporate the GCFFAC in bid proposal or request for proposal documents, and the GCFFAC must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and Department of Natural Resources.

1.0 Notice of Federal Funding

This project is being performed in whole or in part using federal funds. Therefore, all work or services performed by the Contractor and its subcontractors shall be subject to the terms and conditions set forth below in addition to all terms and conditions in the Construction Contract, General Conditions, and other contract documents. The concepts, rules, and guidelines set forth in 2 C.F.R. 200 describing allowable costs and administrative requirements apply.

2.0 Definitions

As used herein, "Federal Government" means the government of the United States of America. "Federal Agency" means an agency, entity, department or division of the Federal Government that is providing funding for this project. All other terms shall have the meanings established in the Construction Contract, General Conditions, and/or Project Manual, unless such definitions conflict with a definition provided in an applicable statute or regulation.

3.0 Conflicting Terms or Conditions

To the extent that any terms or conditions set forth herein conflict with the Construction Contract or its General Conditions, the more stringent of the two terms and conditions shall govern.

4.0 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5.0 Compliance with Federal Laws, Regulations and Executive Orders

The Contractor and its subcontractors and suppliers are required to comply with all applicable Federal laws, regulations, and executive orders, regardless of whether set forth herein. The Contractor shall assist and enable the State of Missouri in complying with any requirements imposed by the Federal Agency as a condition of funding.

6.0 Compliance with Civil Rights Provisions

The Contractor shall comply with all Federal statutes, executive orders, and regulations relating to nondiscrimination. These include, but are not limited to the following:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Title VII of the Civil Rights Act of 1964 (42 U.S.C. part 2000(e)), which prohibits discrimination against employees on the basis of religion;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) that may apply to the application.

7.0 Equal Employment Opportunity (41 C.F.R. 60-1.4(b)).

During the performance of this contract, the Contractor agrees as follows:

- (1) 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.

- (2) 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.
- (3) 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 applicants 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 sub contractors 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 sub contractors 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.

8.0 Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity
(Executive Order 11246, 41 C.F.R. 60-4.2)

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade

Insert Goals Established by U.S. Department of Labor: available at <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf>.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a

geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. pt. 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and 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 C.F.R. pt. 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

9.0 Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - 41 C.F.R. 60-4.3)

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where

possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one

month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. pt. 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

10.0 Prohibition of Segregated Facilities

(1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

11.0 Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148, and 29 C.F.R. pt. 5)

(The requirements of the Davis-Bacon Act and this section are not applicable to projects funded by the Land and Water Conservation Fund.)

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social

security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. pt. 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. pt. 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. pt. 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debannet action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees-

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

longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal Agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pts. 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of

its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

11.0 Copeland "Anti-Kickback" Act

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.

(2) The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

12.0 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 to 3708, 29 C.F.R. 5.5)

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

13.0 Suspension and Debarment (Executive Orders 12549 and 12689, 2 C.F.R. pt. 180)

- (1) A contract award (see 2 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) and 12689 (3 C.F.R. pt. 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.
- (2) The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- (3) The contractor must comply with 2 C.F.R. pt. 180, subpart C and the regulations of the granting Federal Agency regarding suspension and debarment, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) By submitting a bid, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14.0 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

- (1) Contractors that apply or bid for an award exceeding \$100,000 agree to file the required certification (set forth below), in compliance with 31 U.S.C. § 1352 (as amended).
- (2) 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.

- (3) Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her 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 an 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 imposed by section 1352, title 31, U.S. Code. 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.

15.0 Procurement of Recovered Materials

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962). 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.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

16.0 Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. pt. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor- Wage and Hour Division.

17.0 Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

18.0 Occupational Health and Safety Act

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. pt. 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. pt. 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

19.0 Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 C.F.R. pt. 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

20.0 Energy Conservation

The Contractor agrees to 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 (42 U.S.C. § 6201 et seq.).

21.0 Clean Air Act and Federal Water Pollution Control Act

- (1) If the amount of the Contract exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner, and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Agency and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.0 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

23.0 Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

24.0 Drug Free Workplace Act

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

25.0 Access Requirements for Persons with Disabilities

Contractor shall comply with 49 U.S.C. § 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

26.0 Seismic Safety

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 61 Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

27.0 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

28.0 Prohibition on Certain Telecommunication and Video Surveillances Services or Equipment (Pub. L. 115-232, Section 889)

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of a Federal executive agency and recipients or subrecipients of funds from such agencies from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Pursuant to such provisions, the Contractor understands and agrees that the Contractor and its subcontractors shall not obligate or expend loan or grant funds from the Federal Agency under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**CERTIFICATION OF
NON-SEGREGATED FACILITIES**

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE-. The penalty for making false statements in offers is prescribed in 18 U. S. C. 1001.

Contractor Signature _____

Typed Name & Title _____ Date _____

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

June 1995
(This form replaces DI-1953, DI-1954,

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1501 S Duquesne Road, Duquesne, Jasper County, Missouri, 64804

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK__IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK__IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her 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 an agency, a Member of Congress, and 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
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify 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 imposed by Section 1352, title 31, U.S. Code. 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

Build America, Buy America Certification

Project Number: _____

Project Title: _____

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure (see definition below) may be obligated for a project (see definition below) unless all of the iron, steel, manufactured products, and construction materials (see definition below) used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Definitions

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime

facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

Build America, Buy America Waiver Requests:

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference (see definition above) in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) that it **will** meet Build America, Buy America requirements in Section 70914 of the Bipartisan Infrastructure Law P.L. 117-58, using one of the following provisions:

___ The infrastructure project/product contains no steel or iron products, manufactured products or construction materials manufactured outside the United States per Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58. If there is ANY foreign steel or iron, manufactured products or construction materials in your infrastructure project/product you may not check this box.

___ The project/product has foreign steel or iron, manufactured products, or construction materials; a **Build America, Buy America** waiver is required. The Contracting Entity may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by the Contracting Entity. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Proposer has the burden of proof to establish that it is in compliance.

Proposer: _____

Signature of Authorized Official: _____

Name of Authorized Official: _____

Title: _____

Date: _____

CERTIFICATE OF MATERIALS ORIGIN

PROJECT NUMBER		CONTRACT ID	
ITEM DESCRIPTION		BID ITEM NUMBER	
INVOICE NUMBER		QUANTITY	
DATE RECEIVED		BILL OF LADING No.	

MATERIAL SOURCE (NAME AND ADDRESS) TO INCLUDE EACH SUPPLIER, FABRICATOR, AND MANUFACTURER INCLUDING HEAT/BATCH NUMBERS IF AVAILABLE

MATERIAL DESCRIPTION

DESCRIPTION OF MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS DELIVERED TO THE PROJECT

This certification is made for the purpose of establishing the materials acceptance under the Build America, Buy America Certification (Bipartisan Infrastructure Law P.L 117-58 Section 70914). All iron and steel, manufactured products, and construction materials, including protective coating for the domestic materials described above occurred in the United States of America. Manufacturer's certificates verify the origin above described in the domestic materials and will be kept on file for three years by the suppliers following final payment. Copies will be provided to the National Park Service upon request.

I declare under penalty of perjury under the Missouri and Federal Laws that the foregoing is true and correct.

Company Name and Address	Authorized Representative
	<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Date:</p>



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number	
	Address		City	State Zip Code
	E-mail Address			
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____	Estimated Project End Date (MM/DD/YYYY) ____/____/____	
	Description of Project			
	Project Location		Certificate Expiration Date (MM/DD/YYYY) ____/____/____	
	<p>This exemption does not apply to the purchase or rental of machinery, equipment, or tools by the contractor or sub-contractor. Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.</p>			
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity	Date (MM/DD/YYYY) ____/____/____	

Contractor	<p>The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo. Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.</p>			
	Name of Purchasing Contractor		Signature of Contractor	
Address		City	State	Zip Code

Subcontractor	<p>Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.</p>			
	Name of Purchasing Subcontractor			
	Address		City	State
Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____

Form 5060 (Revised 02-2014)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 751-9409
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.





**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

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

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

- | | |
|--|---|
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| 2. Additional Instructions & Detail Drawings | 18. Suspension of Work, Termination & Delay |
| 3. Schedules, Reports & Records | 19. Payments to Contractor |
| 4. Drawings & Specifications | 20. Acceptance of Final Payment as Release |
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1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER: Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS: Bid, Performance, and Payments Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER: A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS: The Contract, including Invitation to Bid, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

1.8 CONTRACT PRICE: The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME: The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR: The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS: The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER: The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER: A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD: The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED: Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT: The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the ENGINEER who is assigned to the PROJECT site or any part thereof.

1.19. SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS: A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction system standards and workmanship.

1.21 SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION: That date as certified by the ENGINEER when the construction of the PROJECT is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT can be utilized for the purposes for which it is intended. At the date of substantial completion, all waivers and Releases of Lien and Contractor's Certificates have been delivered to the OWNER as required by the Supplemental General Conditions, and all facilities shall have been placed in the start-up phase for the purpose of testing equipment to assure compliance with the DRAWINGS and SPECIFICATIONS.

1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions required a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK: All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE: Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS:

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payment that he anticipates he will earn during the course of the WORK. The monthly schedule of estimated payments shall be submitted within 30 days after initiation of construction, shall apply equally to subcontractors, and shall be updated any time there is a variation of more than 10 percent.

3.4 Expressed or implied approval of the schedules required by Paragraphs 3.1 through 3.3 does not relieve the Contractor from the responsibility for errors and omissions in the schedule, nor from responsibility for complying with the requirements of this contract.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR's risk.

4.4 Any item provided on any DRAWING is required to be installed at the appropriate place by the CONTRACTOR. An omission on one or more DRAWINGS of a particular detail or item shall not be interpreted as a deletion of that item. For reasons of clarity, not all items are shown on all DRAWINGS. (i.e., structural drawings may not show electrical or

mechanical details, etc.). The CONTRACTOR shall assume overall responsibility for reviewing and being thoroughly familiar with all items shown on any and all DRAWINGS, and coordinating the efforts of various personnel and subcontractors (including dissemination of all required drawings to appropriate subcontractors, etc.) to insure proper placement of all items.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that he has reviewed, checked, and approved the SHOP DRAWINGS, and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5.4 All required submittals of SHOP DRAWINGS and manufacturer's literature and manufacturer's certifications shall commence to be delivered to the ENGINEER upon receipt by the CONTRACTOR of the Notice to Proceed and all submittals shall have been delivered to the ENGINEER within sixty (60) calendar days from the date of the Notice to Proceed. Within fourteen (14) calendar days of receipt by the ENGINEER, ENGINEER shall review and return to the CONTRACTOR corrected or approved submittal. Three (3) copies of the submittal shall be retained by the ENGINEER.

5.5 All submittals which are not approved or corrected by the ENGINEER shall be resubmitted by the CONTRACTOR within thirty (30) days from receipt by the CONTRACTOR of the corrected or rejected submittal.

5.6 Within thirty (30) days from receipt by the CONTRACTOR of approved submittal, six (6) copies of the manufacturer's literature and six (6) copies of a complete and detailed operation and maintenance manual, as written by the manufacturer, and covering all equipment components, shall be delivered to the ENGINEER.

5.7 Non-compliance by the CONTRACTOR of submittal requirements and/or time periods stated in paragraphs 5.4, 5.5, and 5.6 may result in immediate suspension of payments to the CONTRACTOR until such requirements are complied with.

5.8 The ENGINEER, RESIDENT PROJECT REPRESENTATIVE, or the OWNER shall assume no responsibility for checking schedules or layout drawings for exact size, exact number, or quantity, positioning of items, or compatibility of adjacent and comparison items. Sole responsibility shall rest with the CONTRACTOR.

6. MATERIALS, SERVICES, AND FACILITIES:

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the Seller.

6.6 The CONTRACTOR warrants to the OWNER and the ENGINEER that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all WORK, including materials and equipment will be of good quality, free from faults and defects and in conformance with the CONTRACT DOCUMENTS. All WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

7. INSPECTION AND TESTING:

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will, at all times, have access to the WORK. In addition, authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS:

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys, and a series of bench marks. The CONTRACTOR shall establish all base lines for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction utilizing the baselines, the CONTRACTOR shall give notice of same to the RESIDENT PROJECT REPRESENTATIVE. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes, and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL CONDITIONS. Permits, licenses, and easements for permanent structures, or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS:

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off

the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be requested to cover the changes and deviations involved.

11.4 Visits to the construction site and observations made by the ENGINEER or RESIDENT PROJECT REPRESENTATIVE shall not relieve the CONTRACTOR of his obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the CONTRACT DOCUMENTS and shall not relieve the construction CONTRACTOR of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto.

12. SUPERVISION BY CONTRACTOR:

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK:

13.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. Unless there exists a previously approved method of pricing the CHANGE ORDER (i.e., unit prices, etc.), said documentation shall include a complete and detailed breakdown of all direct and indirect costs including estimates of manhours and labor costs, materials, supplies, and equipment costs, as evidenced by written statements from suppliers and subcontractors, and other services necessary to complete the work. The

CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

13.3 Acceptance of a CHANGE ORDER by the CONTRACTOR shall preclude any claims by the CONTRACTOR at a later date for additional compensation for "unforeseen" costs related to the CHANGE ORDER. A CONTRACT PRICE change set forth in an approved CHANGE ORDER shall represent all present and future costs directly and/or indirectly related to the performance of the change. The following language shall be included in all CHANGE ORDERS.

13.3.1 This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this CHANGE ORDER, the CONTRACTOR agrees that the CHANGE ORDER represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of or as a result of this change.

14. CHANGES IN CONTRACT PRICE:

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual direct cost of labor, materials, supplies, equipment, and other services necessary to complete with WORK. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual direct cost of the WORK to cover the cost of all field office and home office overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.3.1 In addition to paying liquidated damages to the OWNER, the CONTRACTOR shall reimburse suppliers, manufacturers, and other contractors and subcontractors damages suffered by reason of delays attributable to failure by the CONTRACTOR to complete the PROJECT, or a specified portion of the PROJECT within the CONTRACT TIME.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR,

including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this article.

15.5 Under no circumstances shall the CONTRACTOR be paid for damages due to unforeseeable delays described in Subparagraphs 15.4.2 and 15.4.3. Neither the OWNER nor the ENGINEER shall be held responsible for any delays to the progress of the CONTRACTOR's work, resulting from the causes listed in Subparagraphs 15.4.2 and 15.4.3, including DIFFERING SITE CONDITIONS. The only remedy to the CONTRACTOR for legitimate unforeseeable project delays, as determined by the OWNER shall be the granting of an extension of the CONTRACT TIME by the OWNER as set forth in Paragraph 13.2.

16. CORRECTION OF WORK:

16.1 The CONTRACTOR shall promptly remove from the premises all work rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) consecutive calendar days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

16.3 The CONTRACTOR shall be held totally responsible for insuring that the completed project is free from all defects due to faulty materials, equipment, and workmanship for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project. If the CONTRACTOR fails, for any reason, to promptly repair or replace any faulty component of the project, the OWNER may cause the necessary work to be done and either deduct the total cost thereof from the CONTRACTOR's retainage, or draw directly upon the CONTRACTOR's Irrevocable Letter of Credit. If the cost incurred by the OWNER exceeds the amount retained, or the amount set forth in the CONTRACTOR's Irrevocable Letter of Credit, the CONTRACTOR shall pay the difference to the OWNER.

17. SUBSURFACE CONDITIONS:

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME if directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK, or if he disregards authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK IS FINISHED. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME, or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily

caused by the failure of the OWNER or ENGINEER.

If the suspension, delay, or interruption is the result of unforeseeable causes beyond the control and without the fault or negligence of the OWNER or ENGINEER, including but not restricted to, acts of God, or of the public enemy, acts of another CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, abnormal and unforeseeable weather, and differing site conditions, the CONTRACTOR shall be entitled only to an extension of CONTRACT TIME and not CONTRACT PRICE.

19. PAYMENTS TO CONTRACTOR:

19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR, set forth in Subparagraphs 19.1.1 and 19.1.2.

19.1.1 The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

19.1.2 I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There is/is not an itemized statement attached. (STRIKE ONE)

19.2 The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate after which time the ENGINEER will have an additional ten (10) days to review. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate.

19.2.1 The CONTRACTOR shall submit progress payment requests monthly.

19.2.2 The OWNER shall retain ten percent (10%) of the amount of each payment for the project until ninety percent (90%) of the work has been satisfactorily completed. After ninety percent (90%) of the work has been completed, the OWNER shall, if he finds that satisfactory progress is being made, reduce the retainage to five percent (5%) of all payments claimed. If at any time after retainage has been reduced to five percent (5%), the OWNER determines that satisfactory progress is not being made on the PROJECT, or if the CONTRACTOR repeatedly fails to make prompt payments to subcontractors or for the labor, materials, or equipment, the OWNER shall re-establish the retainage at the previously established level of ten percent (10%) of all payments claimed.

19.2.3 At the time of SUBSTANTIAL COMPLETION of the project, the retainage may be reduced to one percent (1%) of the contract amount.

19.3 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.4 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.5 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.6 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the appropriate payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. A one percent (1%) retainage will be held by the OWNER for a period of one (1) year after FINAL ACCEPTANCE of the project, as defined, to insure prompt repair and/or replacement of all defects due to faulty materials, equipment, and workmanship during the CONTRACTOR's guaranty period. In lieu of the one percent (1%) retainage, the CONTRACTOR may furnish the OWNER an Unconditional and Irrevocable Letter of Credit, unconditionally payable upon demand of the OWNER, issued by a banking institution in the amount of one percent (1%) of the CONTRACT AMOUNT. The Letter of Credit shall remain in effect for a period of one (1) year after FINAL ACCEPTANCE of the project, as defined.

19.7 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, and at any time during the course of the PROJECT, furnish satisfactory evidence that all obligations of the nature designated above, have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.8 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in VAMS 408.020.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE:

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under worker's Compensation, disability benefit, and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of

or damage to property arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof, for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the project.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the PROJECT and in case any work on sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged

in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. The amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY:

22.1 The CONTRACTOR shall, within ten (10) days after the receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If, at any time, a surety of any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS:

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION:

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Worker's Compensation acts, disability benefit acts, or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS:

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional work by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY:

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

27.4 The ENGINEER will not assume responsibility for the construction means, control, techniques, sequences, procedures, or construction safety. Notwithstanding any reference to any rule, regulation, or guideline, the required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR'S performance does not, and is not intended to, result in the assumption of any responsibility by the ENGINEER for review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

27.5 The RESIDENT PROJECT REPRESENTATIVE shall observe the activities of the CONTRACTOR to ascertain whether the project is constructed in accordance with the Drawings and Specifications. There shall be no departure from these CONTRACT DOCUMENTS without concurrence of the ENGINEER. All communications from the CONTRACTOR to the ENGINEER or OWNER shall be conveyed through the RESIDENT PROJECT REPRESENTATIVE. Communications from the ENGINEER or OWNER to the CONTRACTOR shall be conveyed concurrently to the RESIDENT PROJECT REPRESENTATIVE.

28. LAND AND RIGHTS-OF-WAY:

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the land owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER, any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY:

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of FINAL ACCEPTANCE of the entire project by the OWNER and ENGINEER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. This obligation shall survive termination of the Contract. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to promptly make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER, after notification to the CONTRACTOR, may do so and charge the CONTRACTOR the cost thereby incurred, including but not limited to costs of labor, materials, supplies, and equipment incurred by the OWNER.

30. ARBITRATION:

30.1 Subject to the conditions set forth in Paragraph 30.2 hereof, all claims, disputes, and other matters and questions arising out of or relating to the CONTRACT DOCUMENTS or the breach thereof, except claims waived by the making and accepting of final payments as provided in Section 20, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in any Circuit Court having jurisdiction over the parties.

30.2 Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association, subject to the following:

30.2.1 OWNER may not be compelled to arbitrate any dispute provided for hereunder without its express consent given in writing after demand be made for arbitration.

30.2.2 Arbitration shall be conducted in Jasper County, Missouri and the laws of the State of Missouri shall be controlling as to matter of law.

30.2.3 Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the Circuit Court for the County of Jasper under the State of Missouri court rules in effect at the time of demand for arbitration. Notices, time periods, and other procedural matters shall be governed by the court rules which shall be enforced by the AAA in the same manner as in the Circuit Court.

30.2.4 A pre-hearing conference shall be held not sooner than sixty (60) days after the filling of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefor.

30.2.5 All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed excludible by the arbitration panel in its discretion.

30.2.6 In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two (2) so selected shall select a third from a panel proposed by the AAA. In the event that the two (2) cannot agree upon a neutral arbitrator from the AAA list within thirty (30) days, then the AAA shall designate the third arbitrator.

30.2.7 In the event OWNER so elects, CONTRACTOR may be required to participate in a consolidated arbitration to include the ENGINEER.

30.2.8 The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

30.3 Notwithstanding anything else in the CONTRACT DOCUMENTS to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the CONTRACT DOCUMENTS.

31. TAXES:

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

1.1 BUILDER'S RISK INSURANCE

(1) Builder's Risk - Fire and Extended Coverage Insurance and "All Risk" type Builder's Risk insurance, as described in Sec. 21.3.2 and 21.5 - General Conditions shall not be required (See Gen. Conds. 21 - Insurance).

1.2 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article that will perform adequately the duties imposed by the general design will be considered an equal alternate, and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate must be submitted to the Engineer at least fourteen (14) days prior to the bid opening and the Engineer will issue addenda prior to bid opening identifying manufacturers of approved equipment.

1.3 CONTRACT DRAWINGS AND SPECIFICATIONS

The Contractor shall receive three (3) sets of the contract drawings and specifications with the "Notice of Award". The Contractor shall maintain at the site for the Owner, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications in good order, and marked to record all changes made during construction. These shall be available to the Owner.

1.4 RECORD DRAWINGS

N/A

1.5 WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

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

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

1.6 AFFIDAVIT OF COMPLIANCE WITH THE MISSOURI UNAUTHORIZED ALIEN WORKERS ACT

Upon execution of the signed agreement the CONTRACTOR shall provide an Affidavit of Compliance, in the form attached hereto, signed by the CONTRACTOR, or his legal representative.

1.7 EXISTING SITE CONDITIONS DOCUMENTATION

Prior to beginning construction, the CONTRACTOR shall be responsible for documenting the condition of existing improvements, (fences, sidewalks, driveways, roads, trees, yards, etc.) by taking detailed photographs and/or videos. The documentation will be used to settle claims against the CONTRACTOR for damage to existing improvements. If documentation does not exist to settle land disputes, the Resident Project Representative's judgment shall be relied upon.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the Joplin Trails Coalition. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City of Duquesne. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the Coalition for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

My name is _____ and I am the _____ of
(Name) (Title)

_____. I hereby represent, affirm and certify to the Joplin
(Company)

City of Duquesne that my city does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the Coalition. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City of Duquesne.

(Date)

(Affiant)

1.8. STATE OF MISSOURI PREVAILING WAGE LAW AND RULES

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

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

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

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

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS:

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.

The contractor will forfeit a penalty to the County of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

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

During periods of excessive unemployment only Missouri laborers and laborers from non-restrictive states may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer.

Every transient employer, as defined in section 285.230, RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that section.

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 As Amended RSMo

Definitions.

290.210. As used in sections 290.210 to 290.340, unless the context indicates otherwise:

- (1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair.
- (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 highways and transportation 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 determinations 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.

(L. 1957 p. 574 § 1, A.L. 1965 p. 438, A.L. 1969 S.B. 142)

Policy declared.

290.220. 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.

(L. 1957 p. 574 § 2)

Prevailing wage rates required on construction of public works.

290.230. 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.

(L. 1957 p. 574 § 3)

Department of labor and industrial relations to enforce--make regulations.

290.240. 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.

(L. 1957 p. 574 § 6, A.L. 1969 S.B. 142)

Prevailing wage, incorporation into contracts--failure to pay, penalty--complaints of violation, public body or prime contractor to withhold payment--determination of a violation, investigation required--employer's right to dispute--enforcement proceeding permitted, when.

290.250. 1. 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. The employer 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 one hundred 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 terms of sections 290.210 to 290.340, and if payment has already been made to him, the contractor may recover from him the amount of the penalty in a suit at law.

2. In determining whether a violation of sections 290.210 to 290.340 has occurred, and whether the penalty under subsection 1 of this section shall be imposed, it shall be the duty of the department to investigate any claim of violation. Upon completing such investigation, the department shall notify the employer of its findings. If the department concludes that a violation of sections 290.210 to 290.340 has occurred and a penalty may be due, the department shall notify the employer of such finding by providing a notice of penalty to the employer. Such penalty shall not be due until forty- five days after the date of the notice of the penalty.

3. The employer shall have the right to dispute such notice of penalty in writing to the department within forty- five days of the date of the notice. Upon receipt of this written notice of dispute, the department shall notify the employer of the right to resolve such dispute through arbitration. The state and the employer shall submit to an arbitration process to be established by the department by rule, and in conformance with the guidelines and rules of the American Arbitration Association or other arbitration process mutually agreed upon by the employer and the state. If at any time prior to the department pursuing an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer, the employer pays the back wages as determined by either the department or the arbitrator, the department shall be precluded from initiating any enforcement action to impose the monetary penalty provisions of subsection 1 of this section.

4. If the employer fails to pay all wages due as determined by the arbitrator within forty-five days following the conclusion of the arbitration process, or if the employer fails to exercise the right to seek arbitration, the department may then pursue an enforcement action to enforce the monetary penalty provisions of subsection 1 of this section against the employer. If the court orders payment of the penalties as prescribed in subsection 1 of this section, the department shall be entitled to recover its actual cost of enforcement from such penalty amount.

5. Nothing in this section shall be interpreted as precluding an action for enforcement filed by an aggrieved employee as otherwise provided in law.

(L. 1957 p. 574 § 4, A.L. 1969 S.B. 142, A.L. 2007 S.B. 339)

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

290.260. 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 first of each year for the Missouri state highways and transportation commission and shall remain in effect until superseded 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 which were considered at the time of the original determination which 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. 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 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.

(L. 1957 p. 574 § 8, A.L. 1965 p. 95, A.L. 1969 S.B. 142)

Determination of hourly rate by location and occupation title, when made, where filed--objections, hearings--final determination--notice to department by public body, when.

290.262. 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 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 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 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 which were considered at the time of the original determination which 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. 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 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 which 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 subsection, 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 which 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.

(L. 1993 H.B. 638)

Hourly wage must equal or exceed federal minimum wage.

290.263. 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.

(L. 1969 S.B. 142)

Wage rates posted, where.

290.265. 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.

(L. 1969 S.B. 142)

Declaration as to prevailing wages final--maximum wages and hours not limited.

290.270. 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 which may be performed by any workman in any particular period of time.

(L. 1957 p. 574 § 7, A.L. 1969 S.B. 142)

Administration of oaths--subpoenas--enforcement of subpoenas.

290.280. 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 on the 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 for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

(L. 1957 p. 574 § 9, A.L. 1961 p. 438)

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

290.290. 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 which 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 which 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.

(L. 1957 p. 574 § 5, A.L. 1969 S.B. 142, A.L. 1993 H.B. 416 & 417)

Actions for prevailing wages by workman authorized.

290.300. 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.

(L. 1957 p. 574 § 10, A.L. 1969 S.B. 142)

Rebates by workmen prohibited, exception.

290.305. 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.

(L. 1969 S.B. 142)

Deductions from wages, agreement to be written, approval of public body required.

290.315. All contractors and subcontractors 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.

(L. 1969 S.B. 142)

Advertising for bids before prevailing wage is determined prohibited.

290.320. 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.

(L. 1969 S.B. 142)

Awarding contract or payment without prevailing wage determination prohibited.

290.325. 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 such public body has first had the department determine the 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.

(L. 1969 S.B. 142)

Convicted violators of sections 290.210 to 290.340 listed, effect of.

290.330. 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 who 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 each 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.

(L. 1969 S.B. 142)

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

290.335. 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 violation 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 public works to enjoin the award of such contract for a public works, or 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 and exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

(L. 1969 S.B. 142)

Penalty for violation.

290.340. 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 by both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

(L. 1969 S.B. 142)

**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 an annual wage order which sets forth the prevailing hourly rate of wages in the locality. 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 annual wage orders shall be initiated at least ten (10) 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-3 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 project notification from PW-2 must be filed for each separate project by the public body, except the State Highways and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders.

(4) The annual wage order issued by the Department contains the current wage rates prevailing in the locality at the time the annual wage order is issued. Hours worked during the calendar year are used to set the prevailing wages rates in the annual wage order issued in March of the following year. Section 290.262.9, RSMo provides that the annual wage order for a particular occupational title may be altered once each year with an incremental increase. A public body shall specify in the call for bids for each contract the prevailing hourly rate of wages in the locality for each type of worker as set forth in the annual wage order or any replacement pages(s) identifying the annual incremental increase issued by the department. The wage rates attached to and made a part of the call for bids for a contract shall remain in effect for the duration of that particular contract.

(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) 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 or worker, rate of pay, daily and weekly number of hours worked for each class or type or work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

(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 290.580, RSMo is discovered by the inspecting public body, it is 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 CSR 30-3.020 Definitions (Purpose: This rule sets forth the definition of certain terms for purposed of issuance and use of annual and general wage orders under the Prevailing Wage Law, sections 290.210-290.580, RSMo and the rules in this chapter.)

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

(2) The term site of the building or construction job means the physical place(s) where the public works are to be

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

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

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

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

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the annual wage order for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the annual wage order for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event of the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

- (A) Building construction; or
 - (B) Highway and heavy construction.
- (2) Building construction shall mean the following:
- (A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
 - (B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
 - (C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
 - (D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
 - (E) Excavation for the building itself, including backfilling inside and outside the building;
 - (F) Storm and sanitary sewers inside the building and to the curb line;
 - (G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
 - (H) Sidewalks other than those that are poured in connection with a street or road project;
 - (I) Driveways that are built to serve a building;
 - (J) Parking lots connected to a building and all structures built as parking facilities;
 - (K) Retaining walls built in conjunction with a building project;
 - (L) Demolition of a building(s) as part of the site preparation for new building construction;
 - (M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
 - (N) Work on water and wastewater treatment plants within the fence line.
- (3) Highway and heavy construction shall mean the following:
- (A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
 - (B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
 - (C) Work in connection with underground construction on tunnels and shafts;
 - (D) Railroad work in its entirety, including elevated railroads;
 - (E) Main and side sewers;
 - (F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
 - (G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
 - (H) Sidewalks when poured incidental to a street or road project;
 - (I) Parking lots not incidental to a building construction project; and
 - (J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

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

(1) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

FINAL WAIVER OF LIEN

STATE OF MISSOURI

COUNTY OF

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by

(1) _____

to furnish

(2) _____

for the premises known as

(3) _____

of which(4) _____ is the owner.

The undersigned, for and in consideration of (5)\$ _____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, ,fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under _____ hand and seal this _____ of _____ 20____

Signature and Seal: (7) _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth if waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI

COUNTY OF _____

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn deposes and says that he is

(8) _____ of the (10) _____

who is the contractor for the (11) _____ work on

(12) _____ owned by

(13) _____ That the total amount of the contract

including extras is (14)\$ _____ on which he has received payment of

\$(15)\$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered

unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are

the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub

contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become

due to each and that the items mentioned include all labor and material required to complete said work according to plans

and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 20____

Signature: (17) _____

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

Signature: (18) _____

WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner
2. Name the trade (electric, Plumbing, etc.)
3. Address of property
4. Owner's name
5. The amount the sub is waiving out in both words and figures
6. The date signed
7. The sub-contractor's signature and company name
- 8, 9 & 10. The name of the sub-contractor signing the waiver his corporate title, and the name of his company
11. Name the trade
12. Address of property
13. Owner's name
14. Total contract (including extras)
15. Amt. Paid prior to this draw
16. If material delivered to site by a material supplier; list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e. The contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.
17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: if a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

1.9 ANNUAL WAGE ORDER

State and Federal – The Higher Wage Shall Prevail

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 049
JASPER COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2021**

Last Date Objections May Be Filed: **April 8, 2021**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$31.76
Boilermaker	*\$24.61
Bricklayer	*\$24.61
Carpenter	\$44.17
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$21.58
Plasterer	
Communications Technician	\$58.10
Electrician (Inside Wireman)	\$57.05
Electrician Outside Lineman	*\$24.61
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$24.61
Glazier	*\$24.61
Ironworker	*\$24.61
Laborer	\$37.27
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$24.61
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$44.83
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$39.77
Plumber	\$48.69
Pipe Fitter	
Roofer	\$39.53
Sheet Metal Worker	*\$24.61
Sprinkler Fitter	\$60.83
Truck Driver	*\$24.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
JASPER County

OCCUPATIONAL TITLE	Prevailing Hourly Rate
Carpenter	\$48.95
Millwright	
Pipe Driver	
Electrician (Outside Lineman)	*\$24.61
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$41.07
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.40
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$24.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.
1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance

payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. Match or Cost Share Funding. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. Financial Management Systems. The financial management systems of the recipient must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

F. Reporting of Program Performance. The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

G. Budget and Scope of Work Revisions. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the Department.

H. Equipment Use. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
 - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.

P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.

T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms. In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when

required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. Disputes. The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

X. Termination

1. **Termination for Cause.** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. Enforcement; Remedies for Noncompliance. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;
5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

GG. Prohibition on certain telecommunications and video surveillance service or equipment. Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - a. Procure or obtain, extend or renew a contract to procure or obtain;
 - b. Enter into a contract (or renew a contract) to procure, or
 - c. Obtain the equipment, services, or systems

II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

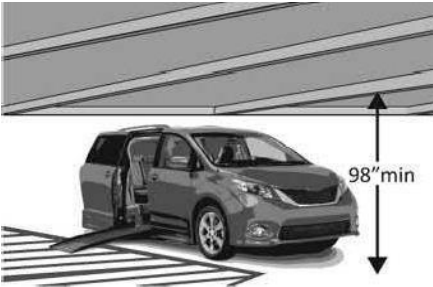
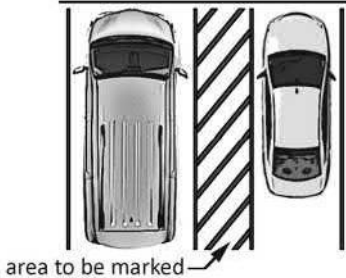


1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

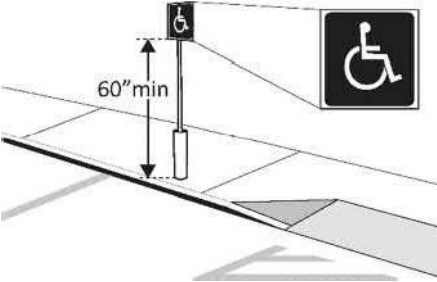

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

<p>1.5 Is at least 98 inches of vertical clearance provided for the van accessible space? [502.5]</p>	<p>Oves 0Not applicable</p>		<p>Measurement of vertical clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.6 Are the access aisles marked so as to discourage parking in them? [502.3.3]</p> <p>Note: The marking method and color may be addressed by state/local requirements.</p>	<p>Oves 0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.7 Is the slope of the accessible parking spaces and access aisles no steeper than 1:48 in all directions? [502.4]</p>	<p>Oves 0Not applicable</p>		<p>Slope measurement:</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.8 Do the access aisles adjoin an accessible route? [502.3]</p>	<p>Oves 0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

<p>1.9</p>	<p>Are accessible spaces identified with a sign that includes the International Symbol of Accessibility?</p> <p>Is the bottom of the sign at least 60 inches above the ground? [502.6]</p> <p>Note: The International Symbol of Accessibility is not required on the ground.</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement from bottom of sign to ground (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.10</p>	<p>Are there signs reading "van accessible" at van accessible spaces? [502.6]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.11</p>	<p>Of the total parking spaces, are the accessible spaces located on the closest accessible route to the accessible entrance(s)? [208.3.1]</p> <p>Note: If parking serves multiple entrances, accessible parking should be dispersed.</p>	<p>Oves</p> <p>ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

Accessible Route

1.12 Is there at least one route from site arrival points (parking, passenger loading zones, or sidewalk) that does not require the use of stairs? [206.2.1]

Oves
 Not Applicable

If yes, location of route:
 If "Not applicable" marked, indicate why:

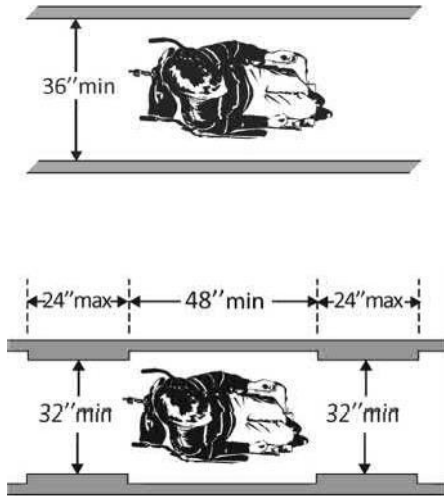
1.13 Is the route stable, firm and slip-resistant? [302.1]

Oves
 Not applicable

If "Not applicable" marked, indicate why:

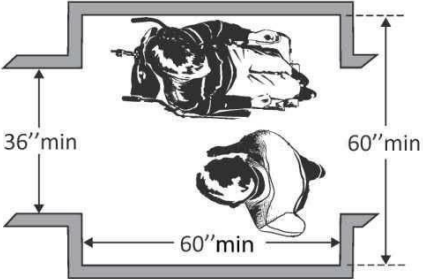

1.14 Is the route at least 36 inches wide? [403.5.1]

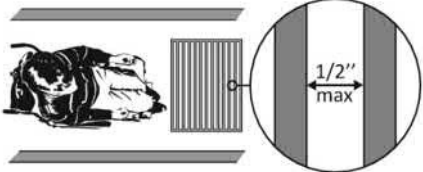
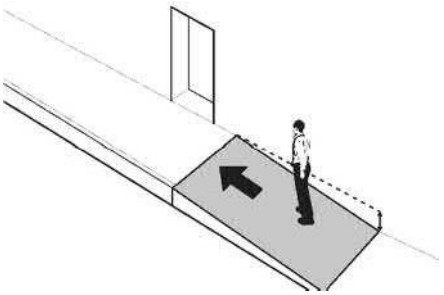
Oves
 Not applicable

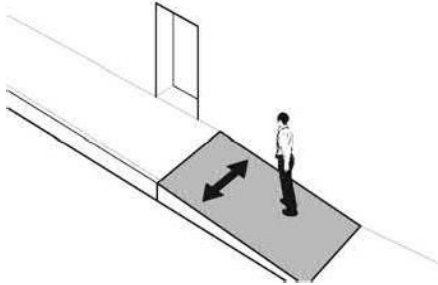


Measurement of access route (in inches):
 If "Not applicable" marked, indicate why:

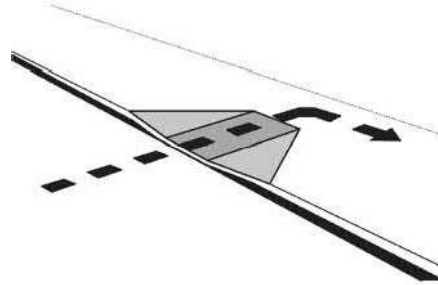
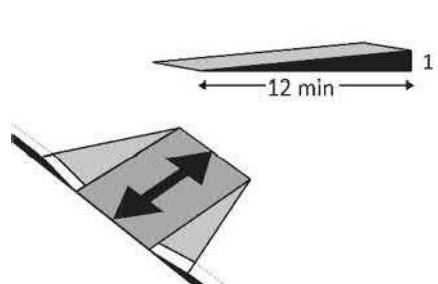
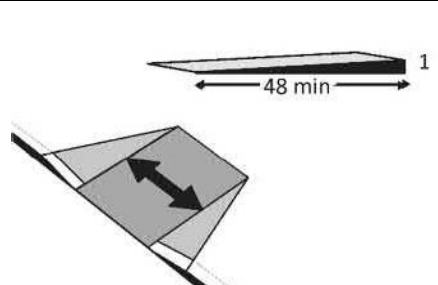
Note: The accessible route can narrow to 32 inches min. for a max. of 24 inches. These narrower portions of the route must be at least 48 inches from each other.

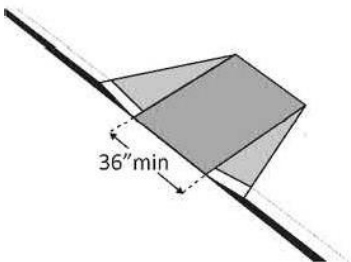
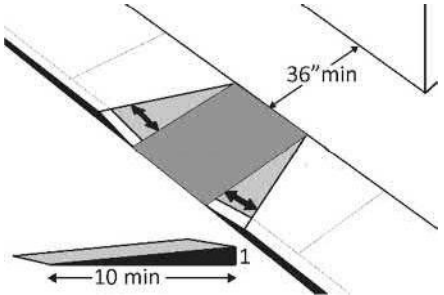
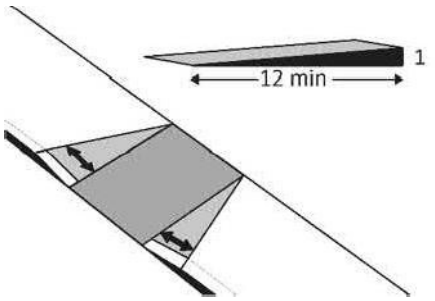
<p>1.15 If the route is greater than 200 feet in length and less than 60 inches wide, is there a passing space no less than 60 x 60 inches? [403.5.3]</p>	<p>Oves 0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.16 On unpaved or natural surface accessible routes, are tread obstacles less than two inches high?</p> <p>OR</p> <p>On an accessible route of paved material (asphalt, concrete, paving blocks, and so forth) or built with boards (wood planks, heavy timber, concrete, fiberglass, or other manufactured material), are tread obstacles a maximum of one-half inch in height at their highest point?</p> <p>AND</p> <p>On any accessible route, are obstacles separated by a minimum of 48 inches where possible, particularly where obstacles cross the entire tread width? [See Outdoor Developed Areas: A Summary of</p>	<p>Oves 0Not applicable</p> <p>Oves 0Not applicable</p> <p>Oves 0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

<p>Accessibility Standards for Federal Outdoor Developed Areas - 1016.5]</p>			
<p>1.17 If there are grates or openings on the route, are the openings no larger than ½ inches?</p> <p>Is the long dimension perpendicular to the dominant direction of travel? [See 2010 ADA Standards for Accessible Design - 302.3]</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p>	 <p>The diagram illustrates a dog on a grate. A circular callout shows a close-up of the grate opening, with a double-headed arrow indicating a maximum width of 1/2 inch.</p>	<p>Measurement of grate openings (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.18 Is the running slope of the access route no steeper than 1:20, i.e. for every inch of height change there are at least 20 inches of route run? [403.3]</p> <p>Note: If the running slope is steeper than 1:20, treat as a ramp and add features such as edge protection and handrails.</p>	<p><input type="radio"/> Yes</p> <p><input type="checkbox"/> No</p>	 <p>The diagram shows a person walking on a ramp. A dashed line indicates the slope measurement, which is the vertical rise over the horizontal run.</p>	<p>Slope measurement:</p> <p>If "Not applicable" marked, indicate why:</p>

<p>1.19 Is the cross slope of the access route no steeper than 1:48? [403.3]</p>	<p>Oves ONot applicable</p>		<p>Slope measurement: If "Not applicable" marked, indicate why:</p>
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Curb Ramps

<p>1.20 If the accessible route crosses a curb, is there a curb ramp? [402.2]</p>	<p>Oves ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.21 Is the running slope of the curb ramp no steeper than 1:12, i.e. for every inch of height change there are at least 12 inches of curb ramp run? [406.1, 405.2]</p>	<p>Oves ONot applicable</p>		<p>Slope measurement (in inches): If "Not applicable" marked, indicate why:</p>
<p>1.22 Is the cross slope of the curb ramp, excluding flares, no steeper than 1:48? [406.1, 405.3]</p>	<p>Oves ONot applicable</p>		<p>Cross slope measurement (in inches): If "Not applicable" marked, indicate why:</p>

<p>1.23 Is the curb ramp, excluding flares, at least 36 inches wide? [406.1, 405.5]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of ramp width {in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.24 At the top of the curb ramp is there a level landing {slope no steeper than 1:48 in all directions} that is at least 36 inches long and at least as wide as the curb ramp? [406.4]</p> <p>If there are curb ramp flares, are the slopes of the flares no steeper than 1:10, i.e. for every inch of height change there are at least 10 inches of flare run? [406.3]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		<p>Measurement of landing {in inches):</p> <p>Measurement of slope of curb ramp flares {in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.25 If the landing at the top is less than 36 inches long, are there curb ramp flares? [406.3]</p> <p>Are the slopes of the flares no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of flare run? [406.4]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		<p>Measurement of slope of curb ramp flares {in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

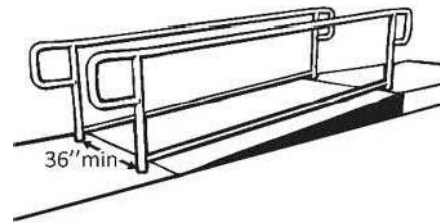
Ramps If any portion of the accessible route is steeper than 1:20, it should be treated as a ramp.

1.26 If there is a ramp, is it at least 36 inches wide?
[405.5]

Note: If there are handrails, measure between the handrails.

Oves

ONot applicable



Measurement of width of ramp (in inches):

If "Not applicable" marked, indicate why:

1.27 Is the surface stable, firm and slip resistant?
[405.4]

Oves

ONot applicable

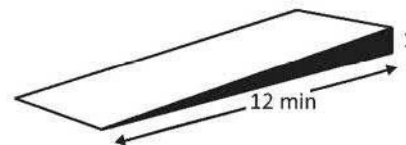
If "Not applicable" marked, indicate why:

1.28 For each section of the ramp, is the running slope no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of ramp run?
[405.2]

Note: Rises no greater than 3 inches with a slope no steeper than 1:8 and rises no greater than 6 inches with a slope no steeper than 1:10 are permitted when such slopes are necessary due to space limitations.

Oves

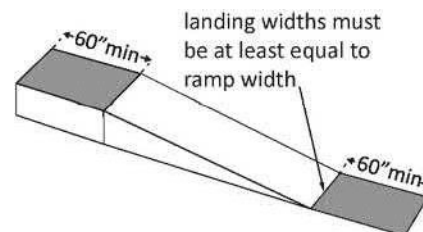
ONot applicable



Measurement of slope of ramp (in inches):

If "Not applicable" marked, indicate why:

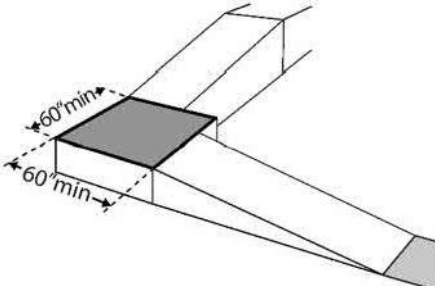
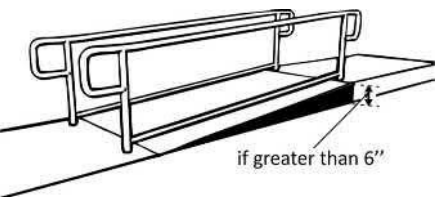
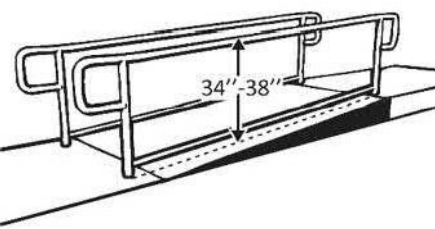
1.29 Is there a level landing that is at least 60 inches long and at least as wide as the ramp:



Measurement of level landing at top of ramp (in inches):

Measurement of level landing at bottom of ramp (in inches):

If "Not applicable" marked, indicate why:

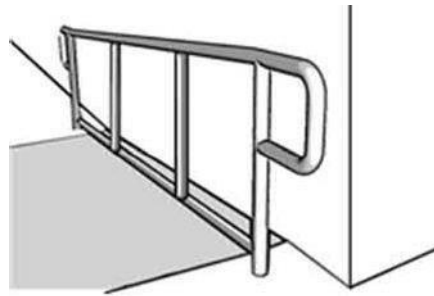
<p>At the top of the ramp?</p> <p>At the bottom of the ramp? [405.7.2, 405.7.3]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		
<p>1.30 Is there a level landing where the ramp changes direction that is at least 60 x 60 inches? [405.7.4]</p>	<p>Oves</p> <p>ONot applicable</p>	 <p>A perspective diagram of a ramp landing. The landing is a square platform. Two dashed lines with arrows indicate the dimensions of the landing, both labeled '60 min'.</p>	<p>Measurement of landing between directional changes (In inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.31 If the ramp has a rise higher than 6 inches, are there handrails on both sides? [405.8]</p> <p>Note: Curb ramps are not required to have handrails.</p>	<p>Oves</p> <p>ONot applicable</p>	 <p>A perspective diagram of a ramp with handrails on both sides. A small vertical dimension line is shown near the bottom of the ramp, with a note 'if greater than 6\"</p>	<p>Measurement of ramp rise (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.32 Is the top of the handrail gripping surface no less than 34 inches and no greater than 38 inches above the ramp surface? [505.4]</p>	<p>Oves</p> <p>ONot applicable</p>	 <p>A perspective diagram of a handrail on a ramp. A vertical dimension line is drawn from the ramp surface to the top of the handrail gripping surface, with the label '34"-38\"</p>	<p>Measurement of distance of top of handrail from ramp surface (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

Is the handrail gripping surface continuous and not obstructed along the top or sides?
[505.3]

Oves
ONot applicable

If there are obstructions, is the bottom of the gripping surface obstructed no greater than 20%?
[505.6]

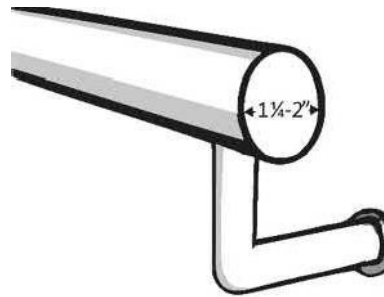
Oves
ONot applicable



If "Not applicable" marked, indicate why:

1.34 If the handrail gripping surface is circular, is it no less than 1 1/4 inches and no greater than 2 inches in diameter?
[505.7.1]

Oves
ONot applicable



Diameter of handrail gripping surface (in inches):

If "Not applicable" marked, indicate why:

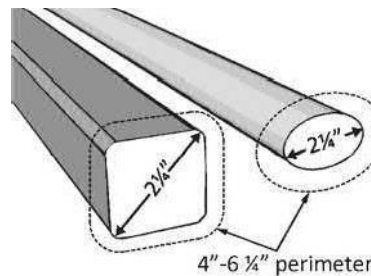
1.35 If the handrail gripping surface is non-circular:

Is the perimeter no less than 4 inches and no greater than 6 1/4 inches?

Oves
ONot applicable

Is the cross section no greater than 2 1/4 inches?
[505.7.2]

Oves
ONot applicable



Perimeter of handrail gripping surface (in inches):

Cross section of handrail gripping surface (in inches):

If "Not applicable" marked, indicate why:

Does the handrail:

Extend at least 12 inches horizontally beyond the top and bottom of the ramp?

Oves

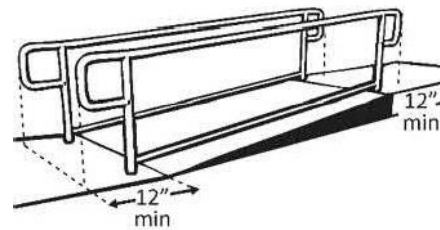
ONot applicable

Return to a wall, guard, or landing surface?
[505.10.1]

Oves

ONot applicable

Note: If a 12 inch extension would be a hazard (in circulation path) it is not required.



Length of handrail beyond the top and bottom of ramp (in inches):

If "Not applicable" marked, indicate why:

1.37 To prevent wheelchair casters and crutch tips from falling off:

Does the surface of the ramp extend at least 12 inches beyond the inside face of the handrail?

Oves

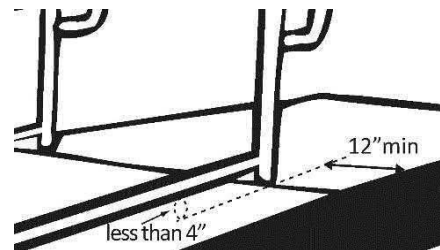
ONot applicable

OR

Is there a curb or barrier that prevents the passage of a 4-inch diameter sphere?
[405.9.1, 405.9.2]

Oves

ONot applicable



Distance of surface of ramp beyond the inside face of the handrail (in inches):

If "Not applicable" marked, indicate why:

2. Toilet Rooms

Comments

2.1 If toilet rooms are available to the public, is at least one toilet room accessible? (Either one for each sex, or one unisex.)

Oves
ONot applicable

If "Not applicable" marked, indicate why:

2.2 Are there signs at inaccessible toilet rooms that give directions to accessible toilet rooms?
[See 2010 ADA Standards for Accessible Design - 216.8]

Oves
ONot applicable



If "Not applicable" marked, indicate why:

2.3 If not all toilet rooms are accessible, is there a sign at the accessible toilet room with the International Symbol of Accessibility?
[216.8]

Oves
ONot applicable



If "Not applicable" marked, indicate why:

Accessible Route

2.4 Is there an accessible route to the accessible toilet room?
[206.2.4]

Oves
ONot applicable

If "Not applicable" marked, indicate why:

Signs at Toilet Rooms

2.5 Do text characters contrast with their backgrounds?
[703.5]

Oves
ONot applicable

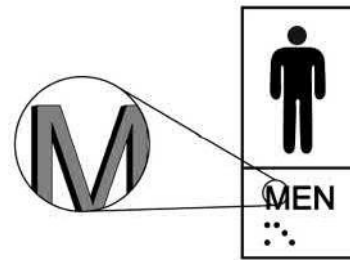
If "Not applicable" marked, indicate why:

Are text characters raised?
[703.2]

Oves

Is there Braille?
[703.3]

ONot applicable



Is the sign mounted:
On the wall on the latch side of
the door?
[703.4.2]

Oves

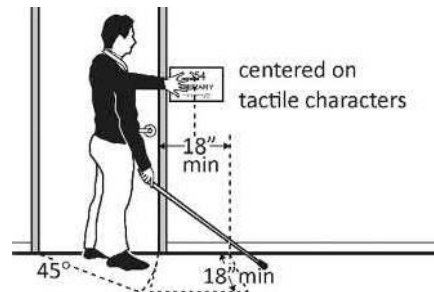
ONot applicable

Note: Signs are permitted on
the push side of doors with
closers and without hold-open
devices.

With clear floor space beyond
the arc of the door swing
between the closed position
and 45-degree open position,
at least 18 x 18 inches centered on
the tactile characters?
[703.4.2]

Oves

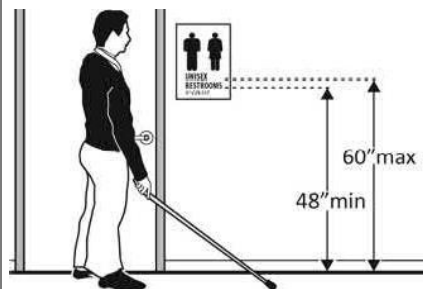
ONot applicable



So the baseline of the lowest
character is at least 48 inches
above the floor and the baseline
of the highest character is no
more than 60 inches above the
floor?
[703.4.1]

Oves

ONot applicable

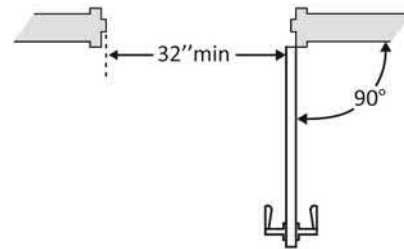


Note: If the sign is at double doors with one active leaf, the sign should be on the inactive leaf; if both leaves are active, the sign should be on the wall to the right of the right leaf.

Entrance

2.6 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees?
[404.2.3]

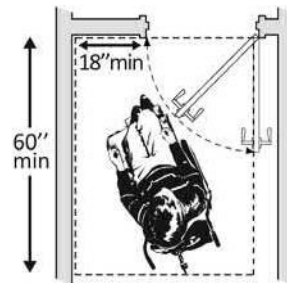
Oves
ONot applicable



Measurement of door opening {in inches}:
If "Not applicable" marked, indicate why:

2.7 If there is a front approach to the pull side of the door, is there at least 18 inches of maneuvering clearance beyond the latch side plus 60 inches clear depth?

Oves
ONot applicable



Measurement of clearance on latch side:
Measurement of depth clearance:
Slope measurement:
If "Not applicable" marked, indicate why:

Note: See 2010 Standards 404.2.4 for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door

On both sides of the door, is the floor surface of the maneuvering clearance level {no steeper than 1:48}?
[404.2.4]

Oves
ONot applicable

If the threshold is vertical is it no more than ¼ inch high?

Or

No more than ½ inch high with the top ¼ inch beveled no steeper than 1:2, if the threshold was installed on or after the 1991 ADA Standards went into effect (1/26/93)?

Or

No more than ¾ inch high with the top ½ inch beveled no steeper than 1:2, if the threshold was installed before the 1991 ADA Standards went into effect (1/26/93)? [404.2.5, 303.2]

Note: The first ¼ inch of the ½ or ¾ inch threshold may be vertical; the rest must be beveled.

Oves

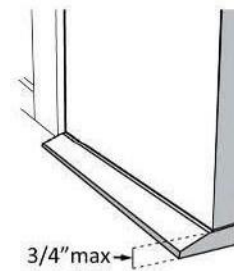
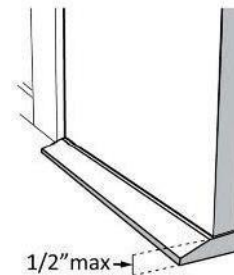
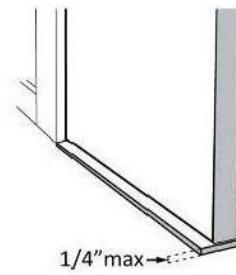
ONot applicable

Oves

ONot applicable

Oves

ONot applicable



Measurement of threshold:

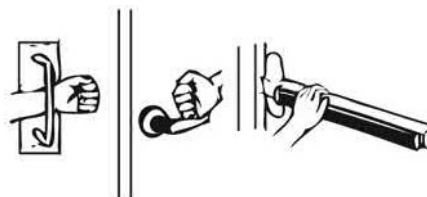
If "Not applicable" marked, indicate why:

2.9

Is the door equipped with hardware that is operable with one hand and does not require tight grasping, pinching or twisting of the wrist? [404.2.7]

Oves

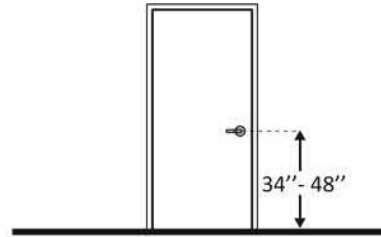
ONot applicable



If "Not applicable" marked, indicate why:

Are the operable parts of the door hardware mounted no less than 34 inches and no greater than 48 inches above the floor?
[404.2.7]

Oves
ONot applicable



Measurement of distance between door hardware and floor (in inches):

If "Not applicable" marked, indicate why:

2.11 Can the door be opened easily (5 pounds maximum force)?
[404.2.9]

Note: You can use a pressure gauge or fish scale to measure force. If you do not have one you will need to judge whether the door is easy to open.

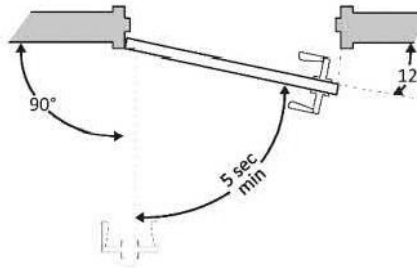
Oves
ONot applicable



If "Not applicable" marked, indicate why:

2.12 If the door has a closer, does it take at least 5 seconds to close from an open position of 90 degrees to a position of 12 degrees from the latch?
[404.2.8.1]

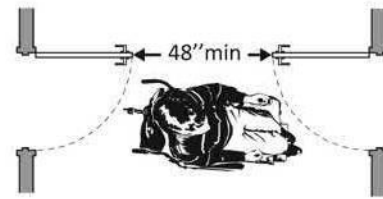
Oves
ONot applicable



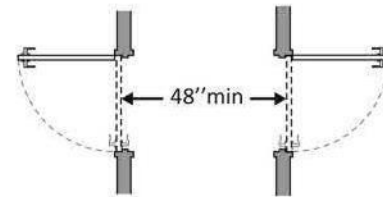
If "Not applicable" marked, indicate why:

If there are two doors in a series, e.g. vestibule, is the distance between the doors at least 48 inches plus the width of the doors when swinging into the space?
 [404.2.6]

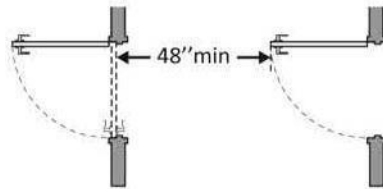
Oves
ONot applicable



or



or

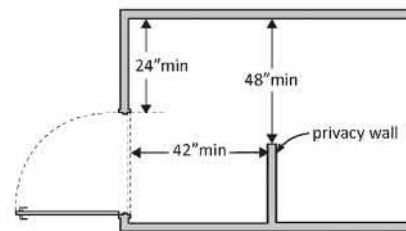


Measurement of distance between doors (in inches):

If "Not applicable" marked, indicate why:

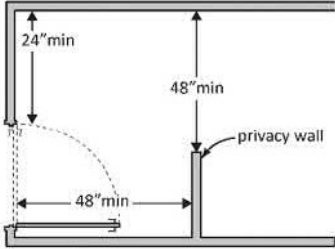
2.14 If there is a privacy wall and the door swings out, is there at least 24 inches of maneuvering clearance beyond the door latch side and 42 inches to the privacy wall?
 [404.2.4]

Oves
ONot applicable


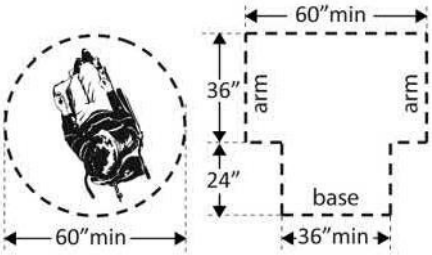
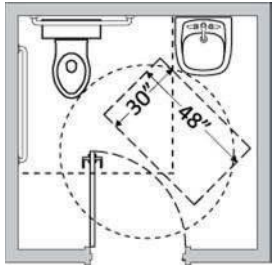


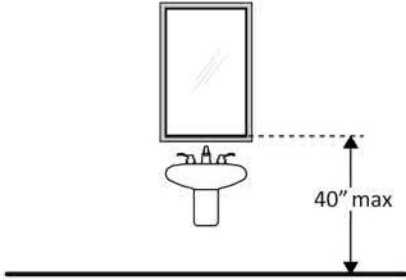
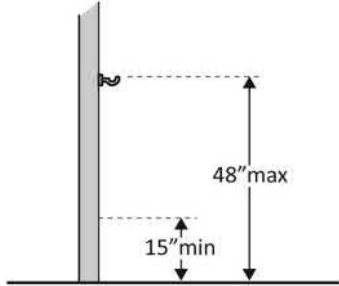
Measurement of maneuvering clearance (in inches):

If "Not applicable" marked, indicate why:

<p>2.15 If there is a privacy wall and the door swings in, is there at least 24 inches of maneuvering clearance beyond the door latch side and at least 48 inches to the privacy wall if there is no door closer or at least 54 inches if there is a door closer? [404.2.4]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of maneuvering clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
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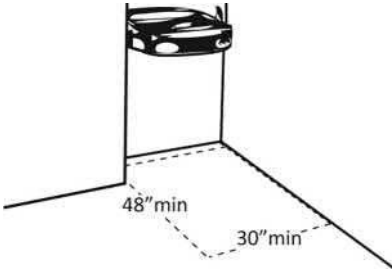
In the Toilet Room

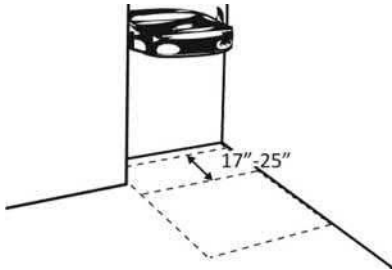
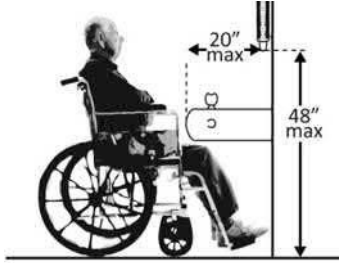
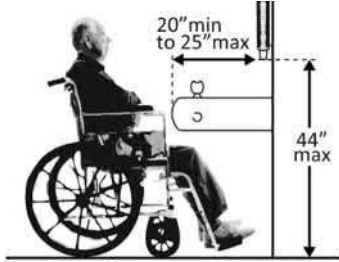
<p>2.16 Is there a clear path to at least one of each type of fixture, e.g. lavatory, hand dryer, etc., that is at least 36 inches wide? [403.5.1]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of clear path (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>2.17 Is there clear floor space available for a person in a wheelchair to turn around, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square? [603.2.1]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>2.18 In a single user toilet room, if the door swings in and over a clear floor space at an accessible fixture, is there a clear floor space at least 30 x 48 inches beyond the swing of the door? [603.2.3 Exception 2]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>


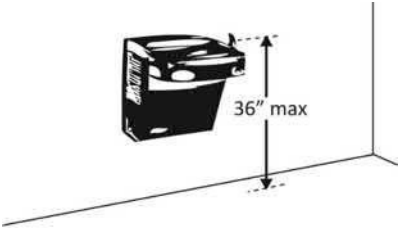
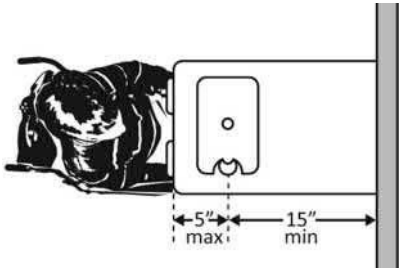
<p>2.19 If the mirror is over a lavatory or countertop, is the bottom edge of the reflecting surface no higher than 40 inches above the floor?</p> <p>Or</p> <p>If the mirror is not over the lavatory or countertop, is the bottom edge of the reflecting surface no higher than 35 inches above the floor?*</p> <p>[603.3]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		<p>Measurement of distance from bottom of mirror to floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>2.20 If there is a coat hook, is it no less than 15 inches and no greater than 48 inches above the floor?</p> <p>[603.4]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of distance between hook and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

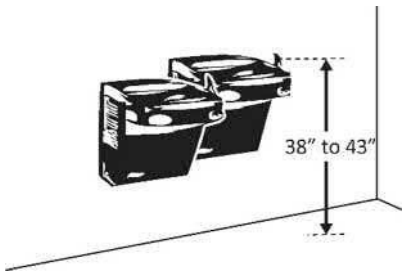
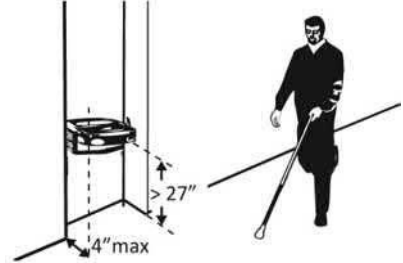
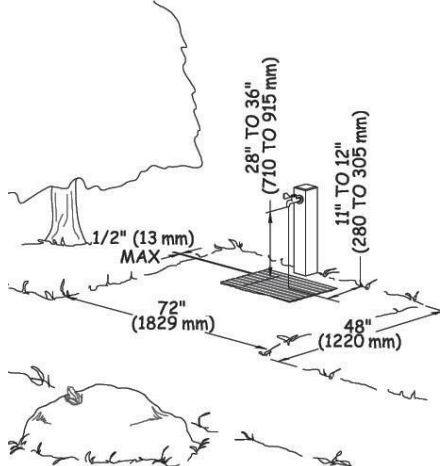
[3. Additional Access	Comments
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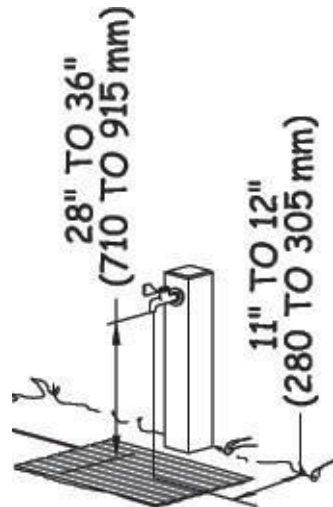
Drinking Fountains, Water Hydrants and Water Spouts			
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<p>3.1 Does at least one drinking fountain have a clear floor space at least 30 inches wide x at least 48 inches long centered in front of it for a forward approach?</p> <p>[See 2010 ADA Standards for Accessible Design - 602.2]</p>	<p>Oves</p> <p>D</p> <p>Not applicable</p>		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
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<p>3.2 If there is a forward approach, do no less than 17 inches and no greater than 25 inches of the clear floor space extend under the drinking fountain? [306.2.2, 306.2.3]</p> <p>Note: If the drinking fountain is primarily for children's use and the spout is no more than 30 inches above the floor and no more than 3 ½ inches from the edge of the unit, a parallel approach is permitted.</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.3 If the drinking fountain is no deeper than 20 inches, are the operable parts no higher than 48 inches above the floor? [308.2.2]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of distance between operable parts and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.4 If the drinking fountain is no less than 20 inches and no greater than 25 inches deep, are the operable parts no higher than 44 inches above the floor? [308.2.2]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of distance between operable parts and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p>3.5 Can the control be operated with one hand and without tight grasping, pinching or twisting of the wrist?</p> <p>Is the force required to activate the control no more than 5 pounds? [309.4]</p>	<p>Oves</p> <p>0Not applicable</p> <p>Oves</p> <p>0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>3.6 Is the spout outlet no higher than 36 inches above the floor? [602.4]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>Measurement of distance between spout outlet and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.7 Is the spout:</p> <p>At least 15 inches from the rear of the drinking fountain?</p> <p>No more than 5 inches from the front of the drinking fountain? [602.5]</p>	<p>Oves</p> <p>0Not applicable</p> <p>Oves</p> <p>0Not applicable</p>		<p>Measurement of distance of spout from rear of fountain (in inches):</p> <p>Measurement of distance of spout from front of fountain (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p>3.8 If there is more than one drinking fountain, is there at least one for standing persons? [211.2]</p> <p>Is the spout outlet no lower than 38 inches and no higher than 43 inches above the floor? [602.7]</p>	<p>Oves</p> <p>0Not applicable</p> <p>Oves</p> <p>0Not applicable</p>		<p>Measurement of distance of spout from floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.9 If the leading (bottom) edge of the fountain is higher than 27 inches above the floor, does the front of the fountain protrude no more than 4 inches into the circulation path? [307.2]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>Measurement of fountain protuberance into circulation path (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.10 For a hydrant, is there a minimum of 72 by 48 inches of clear ground space, with the long side of the space adjoining the accessible route? [1011]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p>3.11 Is the water spout between 11 and 12 inches from the rear center of the long side, so that people using mobility devices can approach and operate the water spout from either side?</p> <p>AND</p> <p>Is the water spout between 28 and 36 inches above the ground?</p> <p>AND</p> <p>Are the operable parts of the water spout, such as handles or levers, between 15 and 48 inches above the ground?</p> <p>[1011]</p>	<p>Oves</p> <p>0Not applicable</p> <p>Oves</p> <p>0Not applicable</p> <p>Oves</p> <p>0Not applicable</p>	 <p>The diagram shows a water spout on a rectangular base. A vertical dimension line on the left indicates the height from the ground to the spout is '28" TO 36" (710 TO 915 mm)'. A horizontal dimension line at the bottom indicates the distance from the rear center of the long side to the spout is '11" TO 12" (280 TO 305 mm)'. A hand is shown reaching for the spout.</p>	<p>Measurement of distance from water spout to rear center of long side (in inches):</p> <p>Measurement of distance from water spout to ground (in inches):</p> <p>Measurement of distance from operable parts to ground (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.12 Are the operable parts operable using one hand without tightly grasping, pinching, or twisting the wrist, using no more than five pounds of force?</p> <p>[1011]</p> <p>Note: Water hydrants with compliant operable parts may not yet be commercially available. The U.S. Forest Service has patented an accessible handpump and has provided information about ordering at www.fs.fed.us/recreation/programs/accessibility.</p>	<p>Oves</p> <p>0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

Picnic Tables

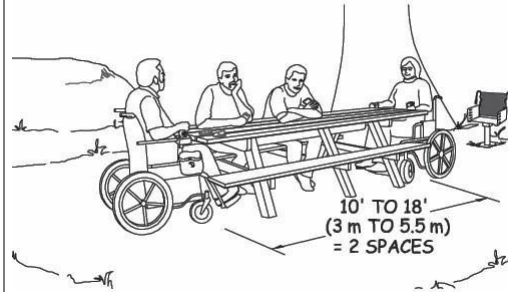
3.13 Are at least 20%, but no fewer than one, of picnic tables accessible for people who use wheelchairs? [226.1]

Oves
 ONot applicable

Total# of tables:
 # of accessible tables:
 If "Not applicable" marked, indicate why:

3.14 Is there at least one wheelchair seating space a minimum of 30 by 48 inches for every 24 linear feet of usable space around the perimeter of a tabletop (i.e., one space for tables up to nine feet, two spaces for tables between 10 and 20 feet, etc.)? [226.1]

Oves
 ONot applicable



If "Not applicable" marked, indicate why:

3.15 Is there a route at least 36 inches wide to accessible seating? [403.5.1]

Oves
 ONot applicable



Measurement of accessible route (in inches):
 If "Not applicable" marked, indicate why:

3.16 Is there a clear ground space at least 30 inches wide by at least 48 inches long for a forward approach at each accessible seating space?

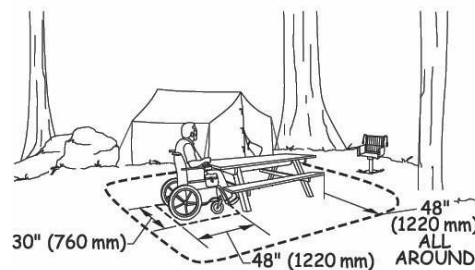
AND

Is there a clear ground space at least 48 inches wide around the usable portions of the table?

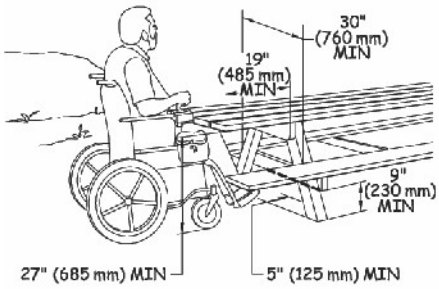
[See Outdoor Developed Areas: A Summary of Accessibility Standards

Oves
 ONot applicable

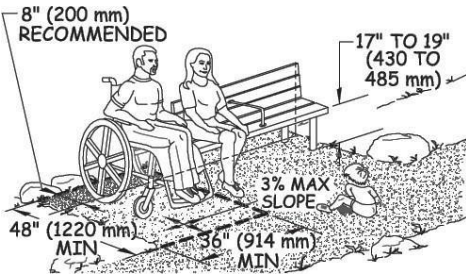
 Oves
 ONot applicable



Measurement of clear ground space (in inches):
 If "Not applicable" marked, indicate why:

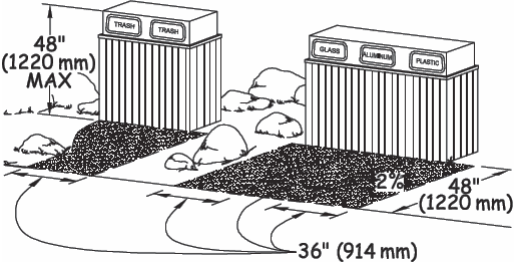
<p>for Federal Outdoor Developed Areas -1011.2, 1011.4]</p>	<p>Oves</p>		
<p>3.17 Is there knee space at least 27 inches high and at least 30 inches wide?</p> <p>AND</p> <p>Is there a toe clearance of at least nine inches above the ground and extending at least five inches beyond the knee clearance? [1011.2, 1011.4]</p>	<p>0Not applicable</p> <p>Oves</p>		<p>Measurement of knee space (in inches):</p> <p>Measurement of toe clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.18 Does the slope of the clear ground space not exceed 1:48 (2%) in any direction?</p> <p>OR</p> <p>Not exceed 1:33 (3%) for unpaved surfaces or surfaces not built with boards? [1011.2]</p>	<p>0Not applicable</p>		<p>Measurement of slope (in inches):</p>

Benches

<p>3.19 Is there a minimum of 36 by 48 inches of clear ground space provided next to the bench, with one side of the clear space adjoining (but not overlapping) the accessible route? [1011.2]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.20 Is the bench seat a minimum of 42 inches long, 20 to 24 inches deep, and 17 to 19 inches above the ground? [1011.2]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

3.21	<p>Does the bench have a back support that runs the full length of the seat and at least one arm rest? [1011.2]</p> <p>Note: It is recommended that the arm rest either be centered on the bench or be placed at the end farthest from the clear space, to ensure a person using a mobility device can transfer from the device to the bench and back.</p>	<p>Oves</p> <p>ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
3.22	<p>Do at least 20% of the benches, but no less than one, comply with the above requirements? [1011]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Number of benches that comply:</p> <p>If "Not applicable" marked, indicate why:</p>

Trash and Recycling Receptacles

3.23	<p>Is there a clear ground space at least 30 inches wide by at least 48 inches long for a forward approach to the receptacle opening?</p> <p>OR</p> <p>Is there a clear ground space at least 30 inches wide by at least 60 inches long for a side approach to the receptacle opening? [See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas - 1011.2, 1011.3]</p>	<p>Oves</p> <p>ONot applicable</p>	 <p>The diagram illustrates two receptacles. The first is a trash bin with two openings, labeled 'TRASH TRASH'. The second is a recycling bin with three openings, labeled 'GLASS ALUMINUM PLASTIC'. A clear ground space is shown in front of the trash bin, with a vertical dimension of 48 inches (1220 mm) MAX. A clear ground space is also shown to the side of the recycling bin, with a horizontal dimension of 36 inches (914 mm) and a 2% slope indicated.</p>	<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
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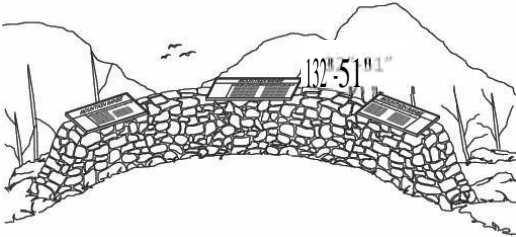
<p>3.24 Are the operable parts of the receptacles, such as handles or latches, no less than 15 inches and no more than 48 inches above the ground? [1011.2, 1011.3]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>Measurement of distance between operable parts and ground (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.25 Are the operable parts maneuverable with one hand without requiring tight grasping, pinching or twisting of the wrist? [1011.2, 1011.3]</p> <p>Note: Receptacles that keep out large animals and that also meet accessibility standards are currently not commercially available. Additionally, dumpster-type trash and recycling receptacles are not required to comply with the technical requirements for operable parts because the openings are typically more than 48 inches above the ground.</p>	<p>Oves</p> <p>0Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>3.26 Does the slope of the clear ground space not exceed 1:48 (2%) in any direction?</p> <p>OR</p> <p>Not exceed 1:33 (3%) for unpaved surfaces or surfaces not built with boards? [1011.2]</p>	<p>Oves</p> <p>0Not applicable</p>		<p>Measurement of slope (in inches):</p>

Trailhead Signs

<p>3.27 Does the trailhead sign provide information about the accessible characteristics of the trail (regardless of whether the trail complies with the accessible requirements for trails)? Specifically, does the sign provide information about the following?</p> <ul style="list-style-type: none"> • Length of trail • Type of trail surface • Typical and minimum tread width • Typical and maximum trail grade • Typical and maximum trail cross slope • Height of any major obstacles in the trail tread • Ability to post caution notices about current trail conditions <p>[See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas-1017.10]</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>3.28 If the trailhead sign also provides racks or bins for maps and brochures, is the trailhead sign centered at the rear of a 30 by 48 inch-minimum clear ground space?</p> <p>AND</p> <p>Is the slope of the clear ground space no greater than 1:20 (5%) in any direction?</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p>		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

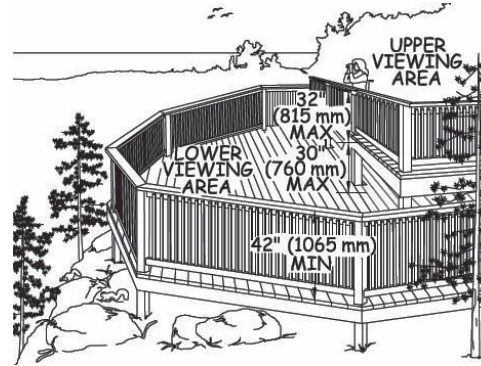
<p>AND</p> <p>Are the racks/bins located a minimum of 15 inches and a maximum of 48 inches about the ground?</p> <p>AND</p> <p>Are the racks/bins operable using one hand without tightly grasping, pinching or twisting the wrist, with no more than five pounds of pressure? [1017.10]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		
<p>3.29 If the trailhead sign identifies the name of the trail, does the name of the trail comply with the technical requirements for visual characters in section 703.5 of the ABA Standards (https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/aba-standards/chapter-7-communication-elements-and-features)? Specifically, these technical features relate to contrast of the characters and their background, and the character size and style. [1017.10]</p> <p>Note: Tactile characters, Braille and the International Symbol of Accessibility are not required on trailhead information signs.</p>	<p>Oves</p> <p>ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

Viewing Areas and Overlooks

<p>3.30 Does the viewing area or overlook provide a clear ground space at least 36 by 48 inches that is positioned for either a forward or parallel approach?</p> <p>AND</p> <p>Is there one full, unobstructed side of the clear ground space adjoining the accessible route?</p> <p>[See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas - 1015.2, 1015.3]</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p>		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.31 Is the viewing space adjacent to the clear ground space?</p> <p>AND</p> <p>Is the viewing space free and clear of obstructions between 32 and 51 inches above the ground, extending the full width of the clear ground space?</p> <p>[1015.2, 1015.3]</p>	<p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

If there is a dropoff of more than 30 inches, does the viewing area or overlook have railings or other barriers that comply with the height and opening requirements of the International Building Code, sections 1012.2 and 1012.3?

Oves
 ONot applicable



If "Not applicable" marked, indicate why:

3.33 If railings or other barriers are used, do they still provide for an unobstructed view for someone using a mobility device, such as a wheelchair?
 [1015.2, 1015.3]

Oves
 ONot applicable

Note: See-through glass panels are an example of a safety barrier that still provides unobstructed viewing.

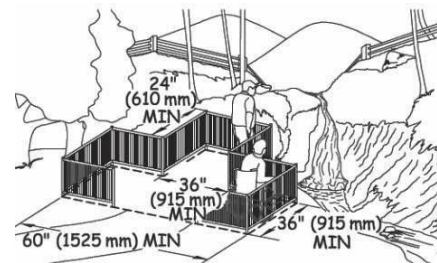
If "Not applicable" marked, indicate why:

3.34 Does the viewing area or overlook provide a turning space at least 60 inches in diameter?

OR

AT-shaped space with an arm at least 60 by 36 inches and a base at least 36 by 24 inches, to allow people using mobility devices the ability to turn around?
 [1015.4]

Oves
 ONot applicable
 Oves
 ONot applicable



Measurement of turning space (in inches):

If "Not applicable" marked, indicate why:

Does the slope of the clear ground space of the viewing area or overlook not exceed 1:48 (2%) in any direction?

OR

Not exceed 1:33 (3%) for unpaved surfaces or surfaces not built with boards?
[1015.5, 1015.6]

Yes
 Not applicable

Yes
 Not applicable

Measurement of slope (in inches):

If "Not applicable" marked, indicate why:

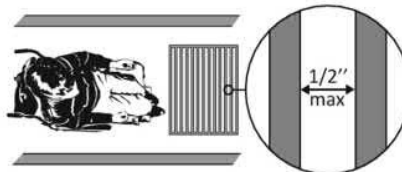
3.36 Are any openings in the clear ground space or turning space (such as between boards on an overlook deck) no larger than 1/2 inch?

AND

Is the long dimension perpendicular to the dominant direction of travel?
[See 2010 ADA Standards for Accessible Design - 302.3]

Yes
 Not applicable

Yes
 Not applicable



Measurement of space of openings (in inches):

If "Not applicable" marked, indicate why:

4. Trail Facilities

Comments

4.1 Does the trail project meet one of the exceptions that preclude following the ADA technical specifications? If yes, please indicate which exception.

Ocompliance would substantially alter the intended purpose of the trail.

Ocompliance would substantially alter the nature of the setting of the trail.

Ocompliance would not be feasible due to terrain.

Ocompliance would require construction activities that are prohibited by policy or law.

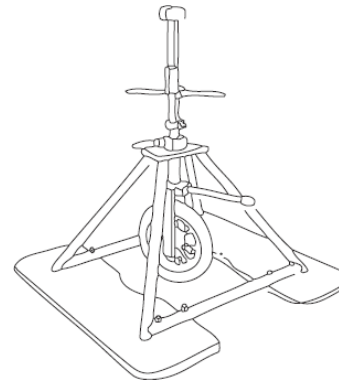
Ocompliance would impact a protected cultural, historic, natural or environmental resource.

Trails

4.2 Is the trail surface firm and stable?
[See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas -1017.2]

Oves

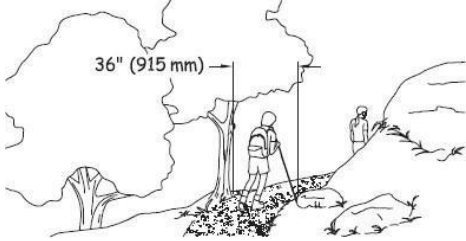

ONot applicable

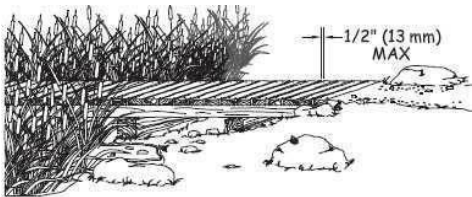

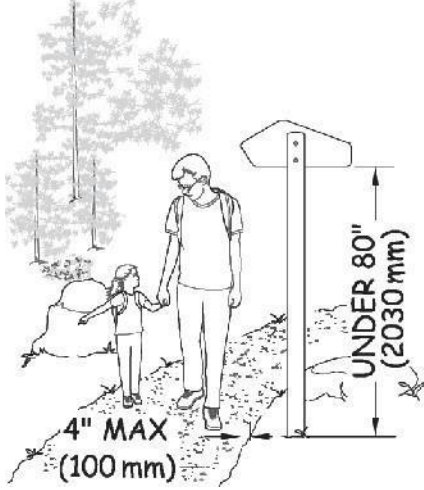


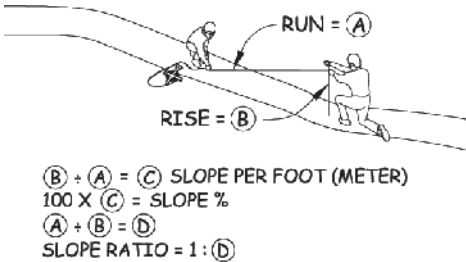

Note: It is recommended using a rotational penetrometer (RP) to evaluate firmness and stability.

Indicate surface material:

If "Not applicable" marked, indicate why:

<p>4.3 Is there a clear tread width a minimum of 36 inches? [1017.3]</p>	<p>Oves</p> <p>ONot applicable</p>		<p>Measurement of clear tread width (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>4.4 On unpaved or natural surface trails, are tread obstacles less than two inches high?</p> <p>OR</p> <p>On a trail surface of paved material (asphalt, concrete, paving blocks, and so forth) or built with boards (wood planks, heavy timber, concrete, fiberglass, or other manufactured material), are tread obstacles a maximum of one-half inch in height at their highest point?</p> <p>AND</p> <p>On any trail tread, are obstacles separated by a minimum of 48 inches where possible, particularly where obstacles cross the entire tread width? [1017.5]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

<p>4.5 Are openings in the trail surface (such as gaps in boardwalks) small enough that a sphere more than one-half inch in diameter cannot pass through? [1017.6]</p>	<p>Oves ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>4.6 Where possible, are the openings in boardwalks or bridge decking perpendicular to the direction of travel? [1017.6]</p>	<p>Oves ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>4.7 Protruding objects are defined as constructed features such as signs that extend into the clear width area of a trail, resting interval, or passing space, that are between 27 inches and 80 inches above the travel surface.</p> <p>Are protruding objects extending into the clear width area kept to a minimum of four inches? [1017.9]</p> <p>Note: Protruding object requirements do not apply to natural features, such as tree branches, rock formations, and trails that pass beneath rock ledges or through caves. Regular maintenance is required, however, to ensure brush, limbs, trees, logs and other hazards be removed from</p>	<p>Oves ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

<p>the edge of the trail.</p>			
<p>4.8 Running slope is the ratio of vertical distance to horizontal distance, or rise to run. For instance, a slope ration of 1:20 means that, for every foot of vertical rise, there are 20 feet of horizontal distance (or 5% grade).</p> <p>Does no more than 30% of the running slope (or grade) exceed 1:12 (8.33%)? [1017.7.1]</p>	<p>Oves</p> <p>ONot applicable</p>	 <p>$(B) \div (A) = (C)$ SLOPE PER FOOT (METER) $100 \times (C) =$ SLOPE % $(A) + (B) = (D)$ SLOPE RATIO = 1 : (D)</p>	<p>If "Not applicable" marked, indicate why:</p>
<p>4.9 Cross slope is the side-to-side slope of a trail tread. Some cross slope is necessary to provide drainage.</p> <p>On unpaved or natural surface trails, is the cross slope less than 1:20 (5% grade)?</p> <p>OR</p> <p>On a trail surface of paved material (asphalt, concrete, paving blocks, and so forth) or built with boards (wood planks, heavy timber, concrete, fiberglass, or other manufactured material), is the cross slope less than 1:45 (2% grade)? [101.7.2]</p>	<p>Oves</p> <p>ONot applicable</p> <p>Oves</p> <p>ONot applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

4.10 Resting intervals are relatively level areas that provide opportunity for people to stop and catch their breath.

If the running slope is steeper than 1:20 (5% grade) but less than 1:12 (8.33% grade), are there resting intervals located a minimum of every 200 feet?

OR

If the running slope is steeper than 1:12 (8.33% grade) but less than 1:10 (10% grade), are there resting intervals located a minimum of every 30 feet?

OR

If the running slope is steeper than 1:10 (10% grade) but less than 1:8 (12% grade), are there resting intervals located a minimum of every 10 feet?
[1017.7.1]

Yes

Not applicable

Yes

Not applicable

Yes

Not applicable

If "Not applicable" marked, indicate why:

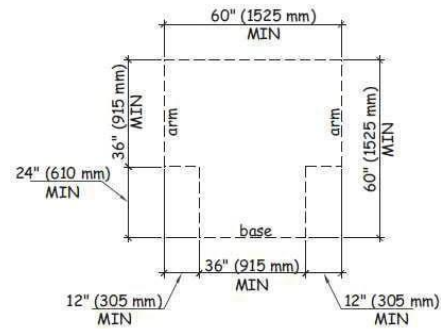
4.11 If the resting interval is adjacent to the trail tread, does it comply with the standard set forth in ABA 304.3.2? (The turning space shall be a T-shaped space within a 60-inch square minimum with arms and base 36 inches wide minimum. Each arm of the T shall be clear of obstructions 12 inches minimum in each direction and the base shall be clear of obstructions 24 inches minimum.)

OR

If the resting interval is beside the trail, is it at least 60 inches long and at least 36 inches wide?
[1017.8]

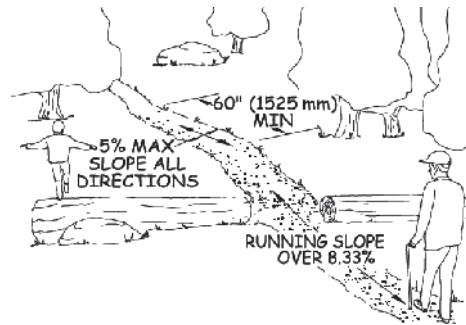
Oves

ONot applicable



Oves

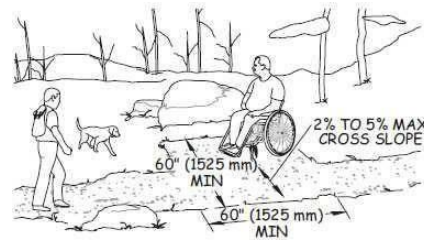
ONot applicable



4.12 For a tread width of less than 60 inches, are there passing spaces provided at intervals of at least 1,000 feet that are a minimum of 60 by 60 inches?
[1017.4]

Oves

ONot applicable

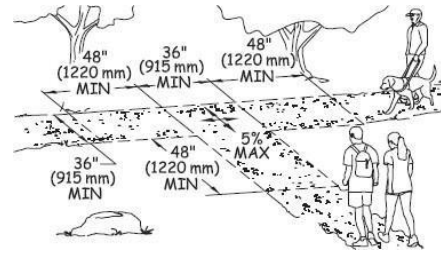


If "Not applicable" marked, indicate why:

If "Not applicable" marked, indicate why:

4.13 At a T-intersection of two trails, do the arms and stem of the T-shaped space extend at least 48 inches beyond the intersection to allow someone adequate space in which to turn around?
[1017.4]

Oves
ONot applicable



If "Not applicable" marked, indicate why:

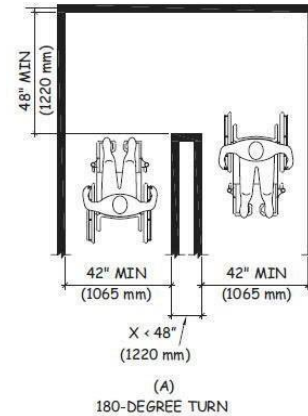
4.14 Where gates, barriers or directional changes require users to make 90-degree or 180-degree turns, is there a minimum of 48 inches of turn clearance for a 42-inch-wide tread width?

OR

Is there a minimum of 60 inches of turn clearance for a 36-inch-wide tread width?
[1017.3]

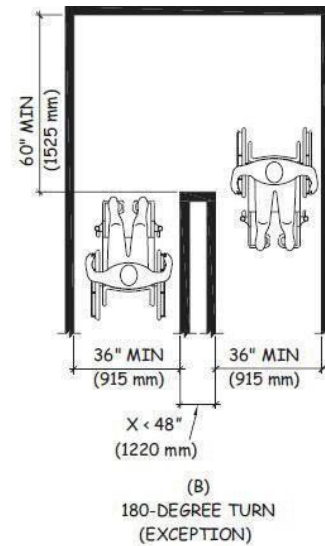
Oves
ONot applicable

Oves
ONot applicable



Measurement of turn clearance (in inches):

If "Not applicable" marked, indicate why:



Trailside Shelters

4.15 Does the shelter provide transfer access (raised access) at the entrance by providing a clear ground space at least 36 by 48 inches which is parallel to the open side of the shelter and adjoin the trail tread?
[1014.2.1]

OR

Does the shelter provide roll-in access with a level entry route or a sloped entry route no more than 1:48 (2%)?
[1014.2.2]

Oves

ONot applicable

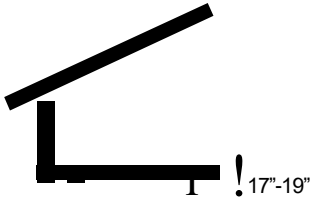
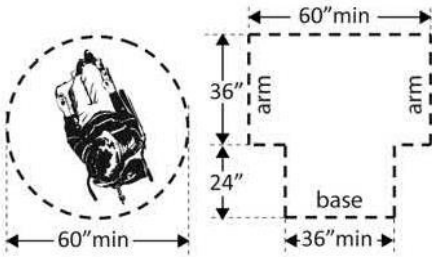
Oves

ONot applicable

Measurement of clear ground space (in inches):

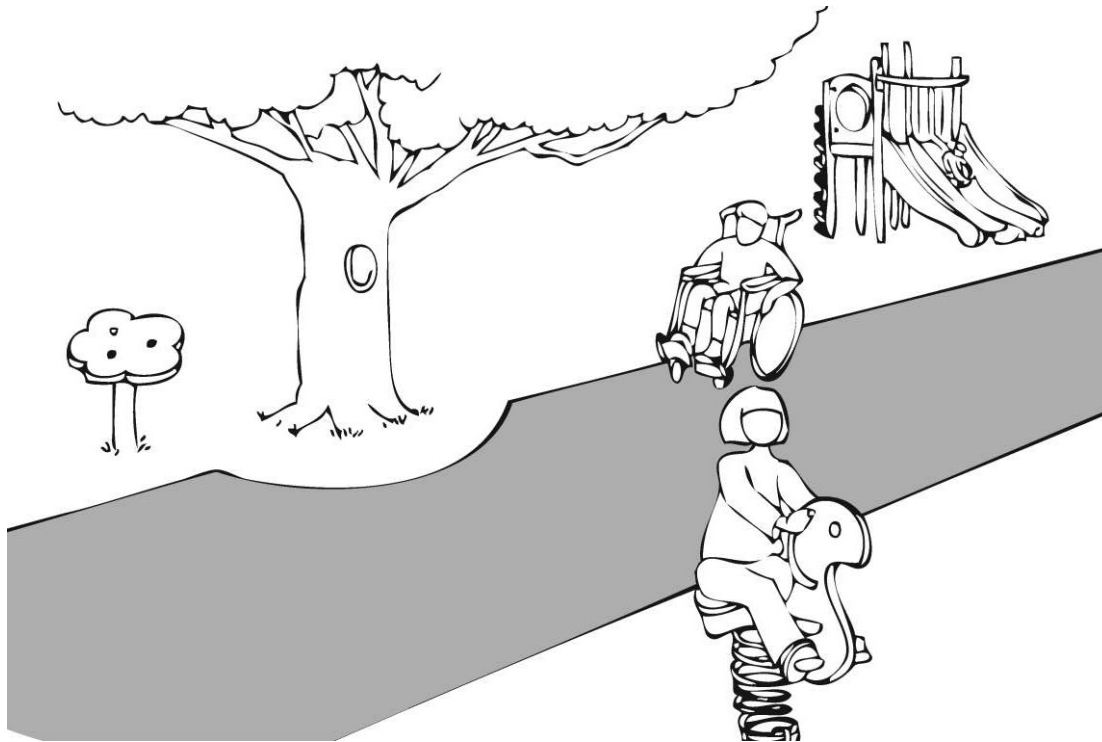
Measurement of clear ground space (in inches):

If "Not applicable" marked, indicate why:

<p>4.16 For transfer access (raised access), is the shelter floor at the entrance or opening no less than 17 or no more than 19 inches high, to enable people using mobility devices the ability to pull alongside the shelter and transfer from the device to the shelter floor and back? [1014.2.1]</p>	<p>Oves ONot applicable</p>		<p>Measurement of distance from raised access to ground (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>4.17 For roll-in access, is there a turning space at least 60 inches in diameter or a T-shaped space with an arm at least 60 by 36 inches and a base at least 36 inches wide and 24 inches long inside the shelter? [1014.2.2]</p>	<p>Oves ONot applicable</p>		<p>Measurement of turning space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>4.18 If the floor surface is constructed of asphalt, concrete or boards, is the slope of the floor surface no more than 1:48 (2%) in any direction?</p> <p>OR</p> <p>If the floor surface is constructed with other materials, is the slope of the floor surface no greater than 1:20 (5%) in any direction? [1014.3]</p>	<p>Oves ONot applicable</p> <p>Oves ONot applicable</p>		<p>Slope of floor space (in inches):</p> <p>Slope of floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

ADA Checklist for Existing Facilities

Play Areas



Project

Building

Location

Date

Surveyors

Contact Information

Play areas should be accessible to everyone, including people with disabilities.



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ADA National Network
Questions on the ADA 800-949-4232 voice/tty
www.ADAchecklist.org

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Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

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Play Areas

Comments

Possible Solutions

Play Areas {2010 Standards - 206, 240 & 1008} **Note: Play areas for children under age 2 and play areas in family child care facilities where the proprietor resides do not have to comply.**

<p>PI Is there an accessible route to the entrance of the play area?</p> <p>If there are separate play areas within a site or specific age groups, is there an accessible route to each play area?</p> <p>Is there an accessible route within the play area connecting ground level play components that are on an accessible route and elevated play components that are on an accessible route including the entry and exit points of those components?</p> <p>Use the checklist for <i>Priority 1: Approach & Entrance</i></p>	<p>Dves DNo</p> <p>D D Yes No</p> <p>Oves D No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P2 <u>Ground Level Play Components</u></p> <p>Is there an accessible route to at least one of each type of ground level play component?</p> <p>Notes:</p> <p>1. A play component is an element designed to generate play, socialization and learning. In the 2010 Standards ramps, transfer systems, steps, decks and roofs are not considered play components.</p>	<p>Dves DNo</p>			<ul style="list-style-type: none"> • • •

	<p>2. Ground level play components are components that can be approached and exited at ground level. Examples include rockers, swings, diggers, and stand-alone slides. When distinguishing between types of components consider the experience provided. Examples include rocking, swinging, climbing, digging, spinning and sliding.</p>		<p>Photo#:</p>	
<p>P3 If there are elevated play components, is there an accessible route to at least the following number and type of <u>ground level play components</u>? See chart below.</p> <p>Notes:</p> <p>1. The intent is to provide a variety of experiences for children who want to remain in their wheelchair or with another mobility device and who choose not to transfer to elevated components.</p> <p>2. If a play area includes two or more composite structures for the same age group, use the total number of elevated components to determine the additional number and types of ground level play components</p>	<p>Dves DNo</p>			<ul style="list-style-type: none"> • • •

to provide on an accessible route.

3. If ramps provide access to at least 50 percent of the elevated components and the ramped route goes to at least three different elevated play types, the ground level components in the chart are not required.

4. The number of ground level components determined by "one of each type" can fulfill the minimum ground level requirements in the table.

Photo#:

Number of Elevated Play Components Provided	Minimum Number of Ground Level Play Components Required to be on an Accessible Route	Minimum Number of Different Types of Ground Level Play Components Required to be on an Accessible Route
1	n/a	n/a
2 to 4	1	1
5 to 7	2	2
8 to 10	3	3
11 to 13	4	3
14 to 16	5	3
17 to 19	6	3
20 to 22	7	4
23 to 25	8	4
26 and over	8, plus 1 for each additional 3, or fraction thereof, over 25	5

Photo#:

-
-
-

P4 If two or more ground level play components are on an accessible route are they dispersed throughout the play area and integrated with other play components?

Dves DNo

PS	<p>If there is a soft contained play structure with three or fewer entry point, is there an accessible route to at least one entry point?</p> <p>It there are four or more entry points, are there accessible routes to at least two entry points?</p> <p>Notes: 1. A soft contained play area is a play structure made of one or more components on which a person enters a fully enclosed play environment that uses pliable materials such as plastic, soft padding and fabric.</p>	Dves DNo	Dves DNo	Photo#:	<ul style="list-style-type: none"> • • •
PG	<p><u>Accessible Route Connecting Ground Level Play Components</u> Use the checklist for <i>Priority 1: Approach & Entrance</i> with the following exceptions and requirements.</p> <p>Note: If there is a water play component and the accessible route is submerged, it is not required to be slip resistant, the running slope may be steeper than 1:12 and the cross slope may be steeper than 1:48.</p>			Photo#:	<ul style="list-style-type: none"> • • •

P7	<p>Is the vertical clearance of the accessible route at least 80 inches above the ground surface?</p> <p>Note: Objects below 80 inches may not protrude into the accessible route.</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>	Photo#:	<ul style="list-style-type: none"> • • •
PS	<p>If the play area is less than 1000 square feet: Is the route at least 44 inches wide?</p> <p>If the route exceeds 30 feet in length is a wheelchair turning space provided, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>	Photo#:	<ul style="list-style-type: none"> • • •
pg	<p>If the play area is 1000 square feet or greater is the route at least: 60 inches wide or 36 inches wide for a distance no greater than 60 inches if reduced segments are separated by segments at least 60 wide and at least 60 inches long?</p> <p>Note: This permits flexibility around site features such as trees and equipment.</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>	Photo#:	<ul style="list-style-type: none"> • • •

PIO	Is the route no steeper than 1:16, i.e. for every inch of height change there are at least 16 inches of run?	Dves <input type="checkbox"/> No	Measurement:	Photo#:	• • •
P11	If the route is steeper than 1:20 and the rise for a ramp run is higher than 6 inches are there handrails on both sides of the ramp run? Notes: 1. Handrail extensions are not required. 2. Handrails are not required on ramps within ground level use zones. The use zone is the area beneath and adjacent to a play structure upon which a user would land when falling from or exiting a play structure.	Dves <input type="checkbox"/> No	Measurement:	Photo#:	• • •
P12	Is the top of the handrail gripping surface no less than 20 inches and no greater than 28 inches above the ramp surface?	Dves <input type="checkbox"/> No	Measurement:	Photo#:	• • •
P13	Is the handrail gripping surface: Circular with an outside diameter of at least .95 inch and no more than 1.55 inches? or Non-circular providing an equivalent gripping surface?	Dves <input type="checkbox"/> No	Measurement:	Photo#:	• • •

<p>P14 <u>Elevated Play Components</u> Is there an accessible route to entry and exit points of at least 50 percent of elevated components?</p> <p>Note: An elevated play component is a component approached above or below grade that is part of a structure of two or more play components providing more than one play activity.</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>PIS If there are 20 or more elevated play components are at least 25% connected by ramps?</p> <p>Are the other 25% that are required to be on an accessible route connected by either ramps or transfer systems?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P16 If there are fewer than 20 elevated play components are at least 50% connected by either ramps or transfer systems.</p> <p>Note: Ramps are preferred but are not required.</p>	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P17 <u>Elevated Play Components Accessible Route</u> Use the checklist for <i>Priority 1: Approach & Entrance</i> and the following exceptions and requirements.</p>				<ul style="list-style-type: none"> • • •

<p>Is the accessible route connecting elevated play components: At least 36 inches wide? or At least 32 inches wide for a distance no greater than 24 inches if the reduced width segments are separated by segments at least 48 inches long and at least 36 inches wide? or If part of a transfer system, at least 24 inches wide?</p>	<p>Dves <input type="checkbox"/> No Measurement: Dves <input type="checkbox"/> No Measurement: Dves <input type="checkbox"/> No Measurement:</p>		<p>Photo#:</p>	
<p>P18 If there is a ramp are there handrails on both sides? Note: Handrail extensions are not required.</p>	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P19 Is the top of the handrail gripping surface no less than 20 inches and no greater than 28 inches above the ramp surface?</p>	<p>Dves <input type="checkbox"/> No Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P20 If the handrail gripping surface is: Circular, is the outside diameter no less than .94 inch and no greater than 1.55 inch?</p>	<p>Dves <input type="checkbox"/> No Measurement:</p>			<ul style="list-style-type: none"> • • •

	Non-circular, is it equivalent to a circular gripping surface with a diameter no less than .94 inch and no greater than 1.55 inch?	Dves <input type="checkbox"/> No Measurement:		Photo#:	
P21	Is the rise for any ramp run connecting elevated play components no greater than 12 inches?	Dves <input type="checkbox"/> No Measurement:		Photo#:	• • •
P22	If a transfer system is provided is the transfer system at least 24 inches wide?	Dves <input type="checkbox"/> No Measurement:		Photo#:	• • •
P23	Is the top of the transfer platform no less than 11 inches and no greater than 18 inches from the ground?	Dves <input type="checkbox"/> No Measurement:		Photo#:	• • •
P24	Is the transfer platform at least 14 inches deep by at least 24 inches wide?	Dves <input type="checkbox"/> No Measurement:		Photo#:	• • •
P25	Is there a clear transfer space at least 30 inches wide by at least 48 inches long adjacent to the platform, with the longer dimension centered on and parallel to the 24 inch minimum long side of the platform?	Dves <input type="checkbox"/> No Measurement:		Photo#:	• • •

<p>P26 Is the side of the transfer platform adjacent to the clear space unobstructed?</p>	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P27 If movement is intended from transfer platforms to levels with elevated play components that are required to be on an accessible route, are transfer steps provided?</p>	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P28 Are the transfer steps:</p> <p>At least 14 inches deep?</p> <p>At least 24 inches wide?</p> <p>No higher than 8 inches?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P29 Is there at least one means of support for transferring:</p> <p>On and off the platform?</p> <p>Up and down the transfer steps?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Dves <input type="checkbox"/> No</p>			<ul style="list-style-type: none"> • • •

<p>Note: Examples of supports include a rope loop, a loop type handle, a slot in the edge of a flat horizontal or vertical member, poles or bars, or D rings on the corner posts.</p>			Photo#:	
<p>P30 <u>Play Components</u> Is there at least one clear space for a person in a wheelchair to turn around, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square, at:</p> <p>Ground level play components on an accessible route?</p> <p>Elevated play components connected by ramps?</p> <p>Note: The turning space is not required at elevated play components connected only by transfer system.</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		Photo#:	<ul style="list-style-type: none"> • • •
<p>P31 If there are swings, is there clear space for a person in a wheelchair to turn around, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square, immediately adjacent to at least one swing?</p>	<p>Dves <input type="checkbox"/> No</p>		Photo#:	<ul style="list-style-type: none"> • • •

<p>P32 Is there a clear ground/floor space at least 30 inches wide and 48 inches long at:</p> <p>Each ground level play component required to be on an accessible route?</p> <p>Each elevated play component required to be on an accessible route that is connected by ramps?</p> <p>Notes:</p> <p>1. The clear ground space is not required at elevated play components connected only by transfer system.</p> <p>2. Clear ground spaces 30 inches min by 48 inches min, 60 inch min turning spaces and accessible routes may overlap.</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P33 If there is a play table for children older than 5 years:</p> <p>Are the tops of rims, curbs, or other obstructions no greater than 31 inches above the ground?</p> <p>Is there clear ground space at least 30 inches wide by at least 48 inches long for a forward approach?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>			<ul style="list-style-type: none"> • • •

<p>Is there clear knee space underneath: At least 17 inches high?</p> <p>Does it extend at least 17 inches deep?</p> <p>Is it least 30 inches wide?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	
<p>P34 If there is a play table for children 5 years or younger:</p> <p>Does it provide knee space as noted above?</p> <p>or</p> <p>Is there clear ground space at least 30 inches wide by at least 48 inches long for a parallel approach?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
<p>P35 If a play component on an accessible route requires transfer to entry points or seats:</p> <p>Is the entry point or seat no less than 11 inches and no greater than 24 inches from the clear floor/ground space?</p> <p>Is there at least one means of transfer support?</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p>			<ul style="list-style-type: none"> • • •

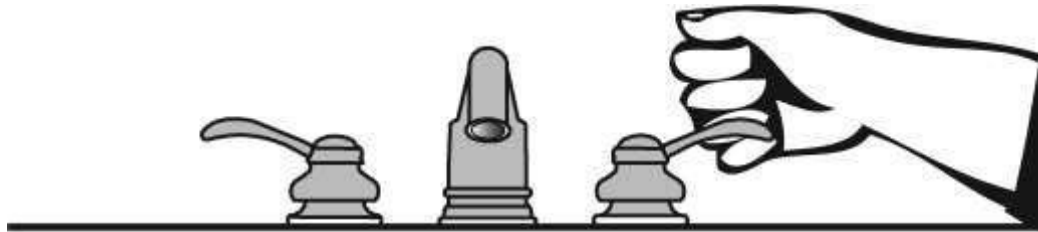
<p>Note: Examples of supports include a rope loop, a loop type handle, a slot in the edge of a flat horizontal or vertical member, poles or bars, or D rings on the corner posts.</p>			Photo#:	
<p>P36 <u>Ground Surfaces</u> Do ground surfaces inside the play area (on accessible routes, clear ground spaces, and turning spaces) comply with <i>ASTM F 1951-99 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment?</i> Notes: 1. ASTM is the American Society for Testing and Materials. 2 A portable device - the Rotational Penetrometer - measures surface firmness and stability.</p>	Dves <input type="checkbox"/> No		Photo#:	<ul style="list-style-type: none"> • • •
<p>P37 Do the ground surfaces within use zones (the ground level area beneath and immediately adjacent to a play structure or play equipment that is designated for unrestricted circulation around the play equipment and where it is predicted that a user would</p>	Dves <input type="checkbox"/> No		Photo#:	<ul style="list-style-type: none"> • • •

<p>land when falling from or exiting the play equipment) comply with <i>ASTM F 1292-04 Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment?</i></p>			<p>Photo#:</p>	
	<p>Dves DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
	<p>Dves DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
	<p>Dves DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
	<p>Dves DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •
	<p>Dves DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •

The ADA Checklist for Existing Facilities

Priority 3 - Toilet Rooms

Based on the 2010 ADA Standards for Accessible Design



Project

Building

Location

Date

Surveyors

Contact Information

When toilet rooms are open to the public they should be accessible to people with disabilities.



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ADA National Network
Questions on the ADA 800-949-4232 voice/tty



www.ADAchecklist.org

This checklist was produced by the New England ADA Center, a project of the Institute for Human Centered Design and a member of the ADA National Network. This checklist was developed under a grant from the Department of Education, NIDRR grant number H133A060092-09A. However the contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

Questions or comments on the checklist contact the New England ADA Center at 617-695-0085 voice/tty or ADAinfo@NewEnglandADA.org

For the full set of checklists, including the checklists for recreation facilities visit www.ADAchecklist.org.

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Priority 3 -Toilet Rooms		Comments	Possible Solutions
<p>3.1 If toilet rooms are available to the public, is at least one toilet room accessible? (Either one for each sex, or one unisex.)</p> <p>Note: If toilet rooms are chiefly for children, e.g., in elementary schools and day care centers, use the children's specifications in Toilets - 604.1, 604.8, 604.9, 609.4 and Lavatories and Sinks - 606.2.</p>	<p>Dves DNo</p> <p>Dv D</p>	<p>Photo#:</p>	<ul style="list-style-type: none"> • Reconfigure toilet rooms • Combine toilet rooms to create one unisex accessible toilet room •
<p>3.2 Are there signs at inaccessible toilet rooms that give directions to accessible toilet rooms? [See 2010 ADA Standards for Accessible Design - 216.8]</p>	<p>es ^N o</p>	 <p>Photo#:</p>	<ul style="list-style-type: none"> • Install signs • •
<p>3.3 If not all toilet rooms are accessible, is there a sign at the accessible toilet room with the International Symbol of Accessibility? [216.8]</p>	<p>Dves DNo</p>	 <p>Photo#:</p>	<ul style="list-style-type: none"> • Install sign • •
<p>Accessible Route</p>			

3.4 Is there an accessible route to the accessible toilet room?
[206.2.4]

Dves **DNo**

Photo#:

- Alter route
-
-

Signs at Toilet Rooms

3.5 Do text characters contrast with their backgrounds?
[703.5]

Dves **DNo**

Are text characters raised?
[703.2]

Oves **DNo**

Is there Braille?
[703.3]

Oves **DNo**

Is the sign mounted:
On the wall on the latch side of the door?
[703.4.2]

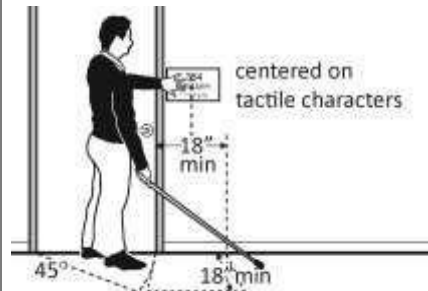
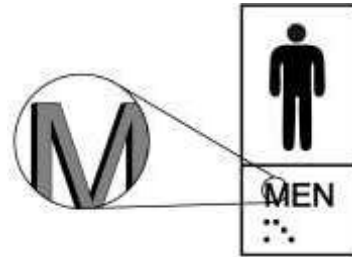
Oves **DNo**

Note: Signs are permitted on the push side of doors with closers and without hold-open devices.

With clear floor space beyond the arc of the door swing between the closed position and 45-degree open position, at least 18 x 18 inches centered on the tactile characters? *
[703.4.2]

Dves **DNo**

Measurement:



- Install tactile sign
- Relocate sign
-

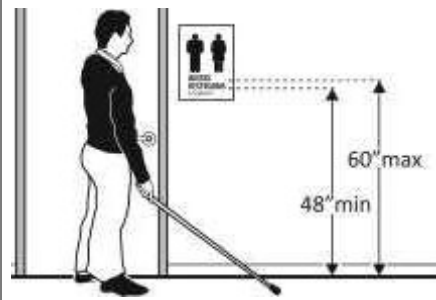
*If constructed before 3/15/2012 and a person may approach within 3 inches of the sign without encountering protruding objects or standing within the door swing, relocation not required

So the baseline of the lowest character is at least 48 inches above the floor and the baseline of the highest character is no more than 60 inches above the floor? * [703.4.1]

Note: If the sign is at double doors with one active leaf, the sign should be on the inactive leaf; if both leaves are active, the sign should be on the wall to the right of the right leaf.

Dves DNo

Measurement:



Photo#:

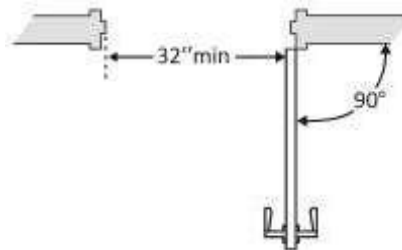
*If constructed before 3/15/2012 and mounted no higher than 60 inches to the centerline of the sign, relocation is not required

Entrance

3.6 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees? [404.2.3]

Dves DNo

Measurement:



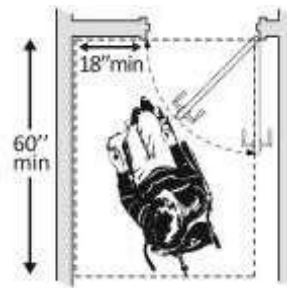
Photo#:

- Install offset hinges
- Alter the doorway
-

3.7 If there is a front approach to the pull side of the door is there at least 18 inches of maneuvering clearance beyond the latch side plus 60 inches clear depth?

D D
Yes No

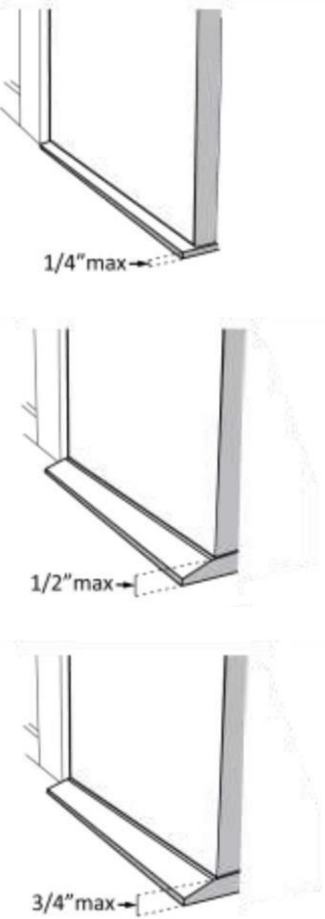
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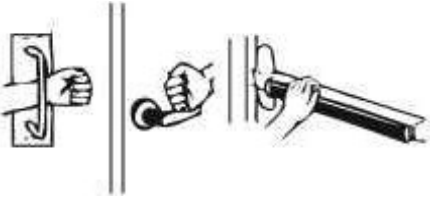
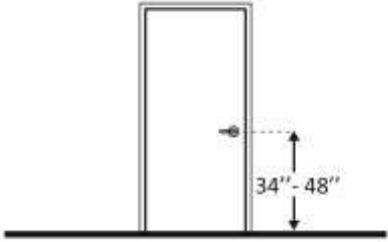



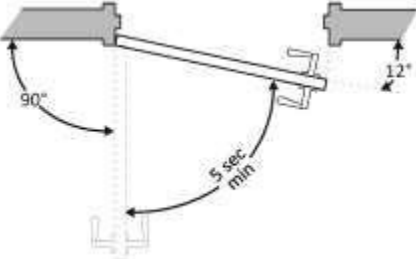
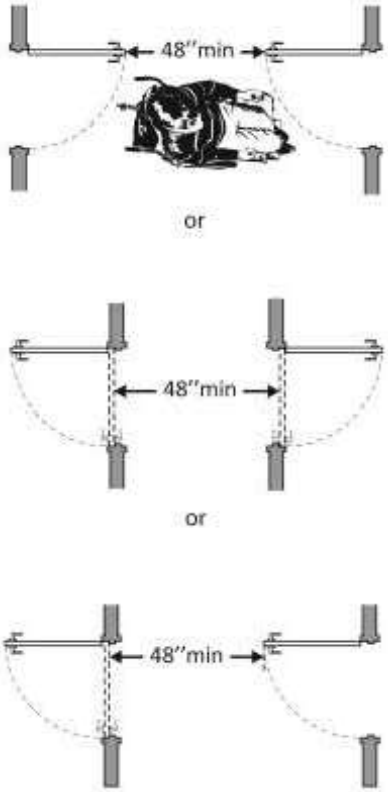
Photo#:

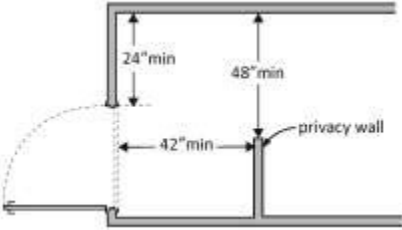
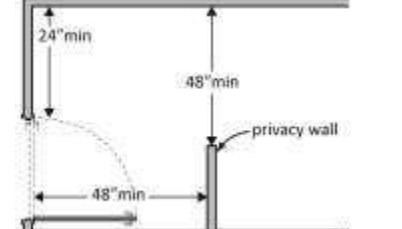
- Remove obstructions
- Reconfigure walls
- Add automatic door opener

Note: See 2010 Standards 404.2.4 for maneuvering clearance requirements on the push side of the door


<p>and side approaches to the pull side of the door</p> <p>On both sides of the door, is the floor surface of the maneuvering clearance level (no steeper than 1:48)? [404.2.4]</p>	<p>Oves D No</p> <p>Measurement:</p>		<p>Photo#:</p>	
<p>3.8 If the threshold is vertical is it no more than ¼ inch high?</p> <p>Or</p> <p>No more than ½ inch high with the top ¼ inch beveled no steeper than 1:2, if the threshold was installed on or after the 1991 ADA Standards went into effect (1/26/93)?</p> <p>Or</p> <p>No more than ¾ inch high with the top ½ inch beveled no steeper than 1:2, if the threshold was installed before the 1991 ADA Standards went into effect (1/26/93)? [404.2.5, 303.2]</p> <p>Note: The first ¼ inch of the ½ or ¾ inch threshold may be vertical; the rest must be beveled.</p>	<p>Dves DNo</p> <p>Measurement:</p> <p>Dves DNo</p> <p>Measurement:</p> <p>Dves D No</p> <p>Measurement:</p>	 <p>1/4" max →</p> <p>1/2" max →</p> <p>3/4" max →</p>	<p>Photo#:</p>	<ul style="list-style-type: none"> • Remove or replace threshold • •

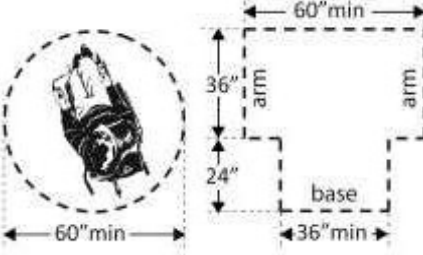
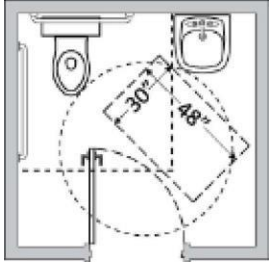
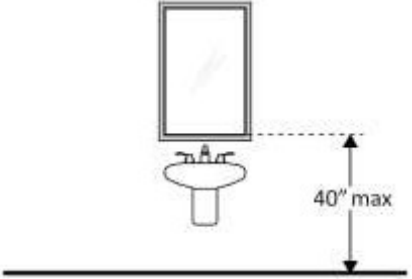
<p>3.9 Is the door equipped with hardware that is operable with one hand and does not require tight grasping, pinching or twisting of the wrist?</p> <p>Door handle?</p> <p>Lock (if provided)? [404.2.7]</p>	<p>Dves DNo</p> <p>Oves DNo</p> <p>Dves DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Replace inaccessible knob with lever, loop or push hardware • Add automatic door opener •
<p>3.10 Are the operable parts of the door hardware mounted no less than 34 inches and no greater than 48 inches above the floor? [404.2.7]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Change hardware height • •
<p>3.11 Can the door be opened easily (5 pounds maximum force)? [404.2.9]</p> <p>Note: You can use a pressure gauge or fish scale to measure force. If you do not have one you will need to judge whether the door is easy to open.</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Adjust or replace closers • Install lighter doors • Install power-assisted or automatic door openers

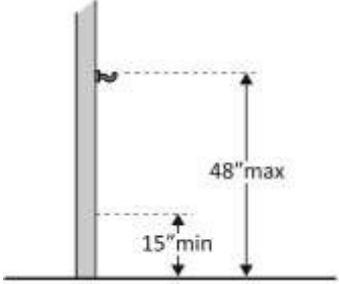
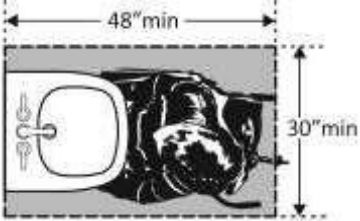
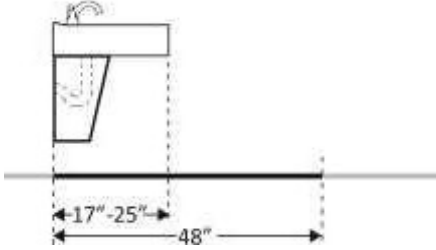
<p>3.12 If the door has a closer, does it take at least 5 seconds to close from an open position of 90 degrees to a position of 12 degrees from the latch? [404.2.8.1]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Adjust closer • •
<p>3.13 If there are two doors in a series, e.g. vestibule, is the distance between the doors at least 48 inches plus the width of the doors when swinging into the space? [404.2.6]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Remove inner door • Change door swing •

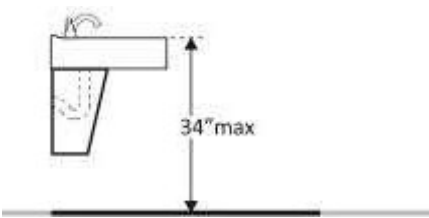
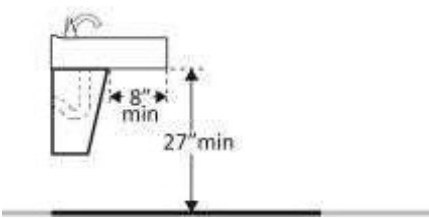
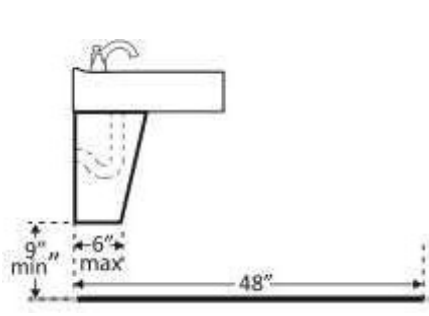
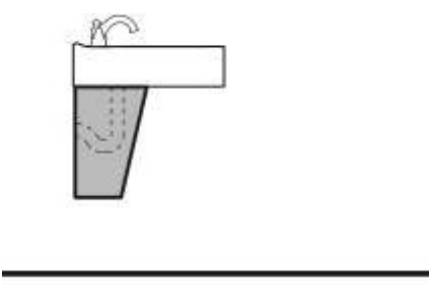
<p>3.14 If there is a privacy wall and the door swings out, is there at least 24 inches of maneuvering clearance beyond the door latch side and 42 inches to the privacy wall?</p> <p>[404.2.4]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Reconfigure space • •
<p>3.15 If there is a privacy wall and the door swings in, is there at least 24 inches of maneuvering clearance beyond the door latch side and at least 48 inches to the privacy wall if there is no door closer or at least 54 inches if there is a door closer?</p> <p>[404.2.4]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Reconfigure space • •

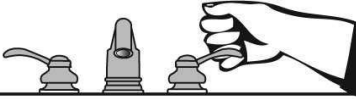
In the Toilet Room

<p>3.16 Is there a clear path to at least one of each type of fixture, e.g. lavatory, hand dryer, etc., that is at least 36 inches wide?</p> <p>[403.5.1]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Remove obstructions • •
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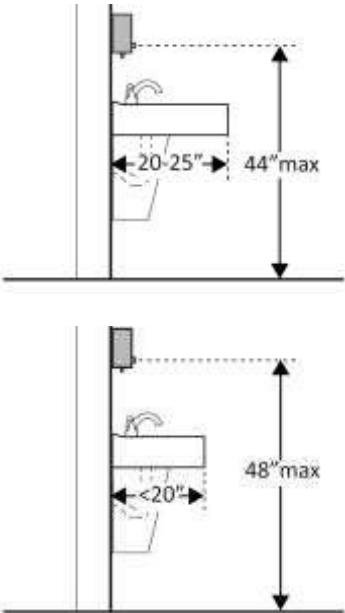
<p>3.17 Is there clear floor space available for a person in a wheelchair to turn around, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square? [603.2.1]</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Move or remove partitions, fixtures or objects such as trash cans • •
<p>3.18 In a single user toilet room if the door swings in and over a clear floor space at an accessible fixture, is there a clear floor space at least 30 x 48 inches beyond the swing of the door? [603.2.3 Exception 2]</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p><input type="checkbox"/></p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Reverse door swing • Alter toilet room •
<p>3.19 If the mirror is over a lavatory or countertop, is the bottom edge of the reflecting surface no higher than 40 inches above the floor? Or If the mirror is not over the lavatory or countertop, is the bottom edge of the reflecting surface no higher than 35 inches above the floor?*[603.3]</p>	<p>Dves <input checked="" type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<p>* If installed before 3/15/2012 and the bottom edge of the reflecting surface is no higher than 40 inches above the floor, lowering the mirror to 35 inches is not required</p> <ul style="list-style-type: none"> • Lower the mirror • Add another mirror •

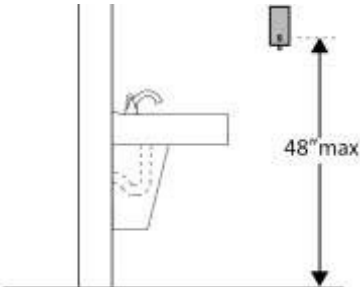
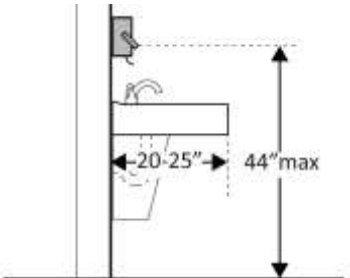
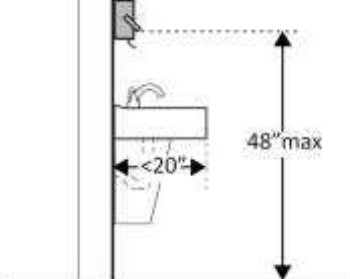
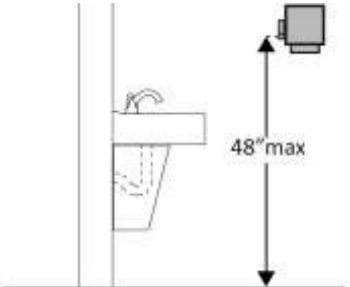
<p>3.20 If there is a coat hook, is it no less than 15 inches and no greater than 48 inches above the floor?*</p> <p>[603.4]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Adjust hook • Replace with or provide additional accessible hook • <p>* If installed before 3/15/2010 and the clear floor space allows a parallel approach, the coat hook may be 54 inches above the floor.</p>
<p>Lavatories The 2010 Standards refer to sinks in toilet rooms as lavatories.</p>				
<p>3.21 Does at least one lavatory have a clear floor space for a forward approach at least 30 inches wide and 48 inches long?</p> <p>[606.2]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.22 Do no less than 17 inches and no greater than 25 inches of the clear floor space extend under the lavatory so that a person using a wheelchair can get close enough to reach the faucet?</p> <p>[306.2]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •

<p>3.23 Is the front of the lavatory or counter surface, whichever is higher, no more than 34 inches above the floor? [606.3]</p>	<p>Dves DN Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.24 Is there at least 27 inches clearance from the floor to the bottom of the lavatory that extends at least 8 inches under the lavatory for knee clearance? [306.3.3]</p>	<p>Dves <input type="checkbox"/> No Measurement: <input type="checkbox"/></p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.25 Is there toe clearance at least 9 inches high? [306.3.3]</p> <p>Note: Space extending greater than 6 inches beyond the available toe clearance at 9 inches above the floor is not considered toe clearance.</p>	<p>Dves No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Alter lavatory • Replace lavatory •
<p>3.26 Are pipes below the lavatory insulated or otherwise configured to protect against contact? [606.5]</p>	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Install insulation • Install cover panel •

<p>3.27 Can the faucet be operated without tight grasping, pinching, or twisting of the wrist?</p> <p>Is the force required to activate the faucet no greater than 5 pounds? [606.4]</p>	<p>Dves <input type="checkbox"/> No</p> <p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Adjust faucet • Replace faucet •
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Soap Dispensers and Hand Dryers

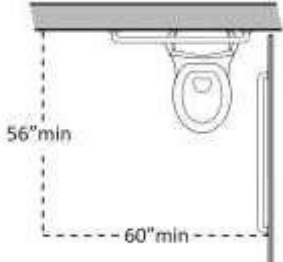
<p>3.28 Are the operable parts of the soap dispenser within one of the following reach ranges:</p> <p>Above lavatories or counters no less than 20 inches and no greater than 25 inches deep: no higher than 44 inches above the floor? [308.2.2]</p> <p>Above lavatories less than 20 inches deep: no higher than 48 inches above the floor?</p> <p>Not over an obstruction: no higher than 48 inches above the floor? [308.2]</p>	<p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>			<ul style="list-style-type: none"> • Adjust dispensers • Replace with or provide additional accessible dispensers •
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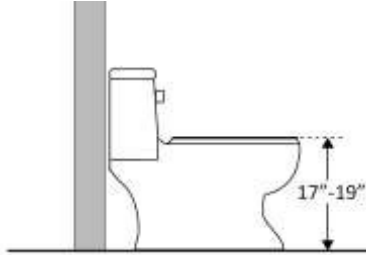
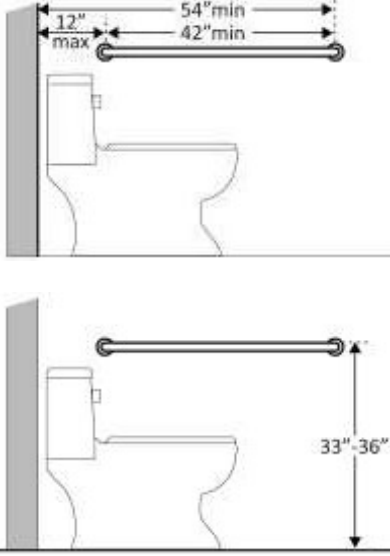
			Photo#:	
<p>3.29 Are the operable parts of the hand dryer or towel dispenser within one of the following reach ranges:</p> <p>Above lavatories or counters no less than 20 inches and no greater than 25 inches deep: no higher than 44 inches above the floor?</p> <p>Above lavatories less than 20 inches deep: no higher than 48 inches above the floor?</p> <p>Not over an obstruction: no higher than 48 inches above the floor? [308.2]</p> <p>Can the operable parts of the hand dryer or towel dispenser be operated without tight grasping, pinching or twisting of the wrist?</p> <p>Is the force required to activate the hand dryer or towel</p>	<p>Dves DNo Measurement:</p> <p>Dves DNo Measurement:</p> <p>Dves DNo Measurement:</p> <p>Dves DNo</p> <p>Dves DNo</p>	  		<ul style="list-style-type: none"> • Adjust dispensers • Replace with or provide additional accessible dispensers •

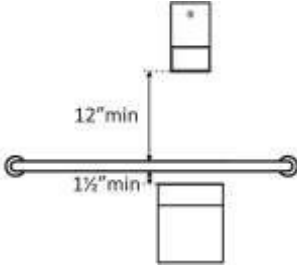
dispenser no greater than 5 pounds? [309.4]	Measurement:		Photo#:	
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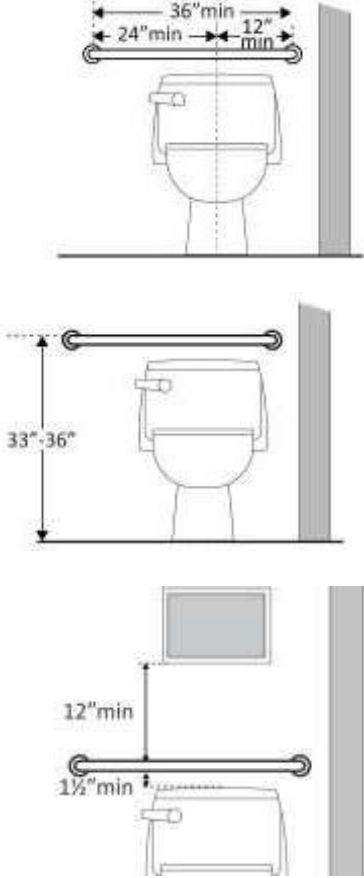
Water Closets in Single-User Toilet Rooms and Compartments (Stalls) The 2010 Standards refer to toilets as water closets.

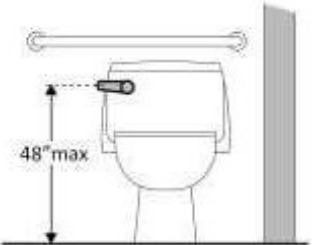
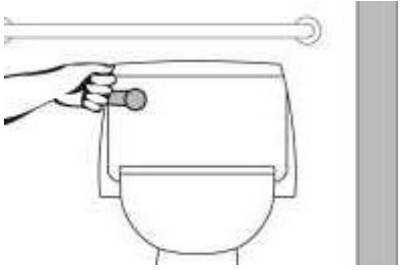

3.30 Is the centerline of the water closet no less than 16 inches and no greater than 18 inches from the side wall or partition? [604.2]	Dves DNo Measurement:		Photo#:	<ul style="list-style-type: none"> • Move toilet • Replace toilet • Move partition •
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3.31 Is clearance provided around the water closet measuring at least 60 inches from the side wall and at least 56 inches from the rear wall?* [604.3.1]	Dves DNo Measurement:		Photo#:	<p>* If constructed before 3/15/12, clearances around water closets in single user toilet rooms can be 48 inches wide by 66 inches long or 48 inches wide by 56 inches long (depending on the approach to the water closet, see 1991 Standards Figure 28) and the lavatory may overlap that clearance if the door to the room does not swing into the required clearances at fixtures (such as lavatories, water closet and urinals) and the edge of the lavatory is at least 18 inches from the centerline of the water closet</p>
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			Photo#:	<ul style="list-style-type: none"> • Alter room/compartments for clearance • •
<p>3.32 Is the height of the water closet no less than 17 inches and no greater than 19 inches above the floor measured to the top of the seat? [604.4]</p>	<p>D Yes D No</p> <p>Measurement:</p>		Photo#:	<ul style="list-style-type: none"> • Adjust toilet height • Replace toilet •
<p>3.33 Is there a grab bar at least 42 inches long on the side wall?</p> <p>Is it located no more than 12 inches from the rear wall?</p> <p>Does it extend at least 54 inches from the rear wall? [604.5.1]</p> <p>Is it mounted no less than 33 inches and no greater than 36 inches above the floor to the top of the gripping surface? [609.4]</p> <p>Is there at least 12 inches clearance between the grab bar and projecting objects above?*</p>	<p>Dves DNo</p> <p>Measurement:</p> <p>Dves DNo</p> <p>Measurement:</p> <p>Dves DNo</p> <p>Measurement:</p> <p>Dves DNo</p> <p>Measurement:</p> <p>Dves DNo</p> <p>Measurement:</p>		Photo#:	<ul style="list-style-type: none"> • Install grab bar • Relocate grab bar • Relocate objects •

<p>Is there at least 1½ inches clearance between the grab bar and projecting objects below?*</p> <p>Is the space between the wall and the grab bar 1 ½ inches? [609.3]</p>	<p>Dves DNo Measurement:</p> <p>Dves DNo Measurement:</p>		<p>Photo#:</p> <p>* If constructed before 3/15/2012 grab bars do not need to be relocated; there are no space requirements above and below grab bars in the 1991 Standards</p>
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<p>3.34 Is there a grab bar at least 36 inches long on the rear wall?</p> <p>Does it extend at least 12 inches from the centerline of the water closet on one side (side wall)?</p> <p>Does it extend at least 24 inches on the other (open) side? [604.5.2]</p> <p>Is it mounted no less than 33 inches and no greater than 36 inches above the floor to the top of the gripping surface? [609.4]</p> <p>Are there at least 12 inches clearance between the grab bar and protruding objects above?*</p> <p>Are there at least 1½ inches clearance between the grab bar</p>	<p>Dves DNo Measurement:</p> <p>Dves DNo Measurement:</p> <p>Dves DNo Measurement:</p> <p>Dves DNo Measurement:</p> <p>Oves D No</p>		<ul style="list-style-type: none"> • Install grab bar • Relocate grab bar • Relocate objects • <p>* If constructed before 3/15/2012 grab bars do not need to be relocated; there are no space requirements above and</p>
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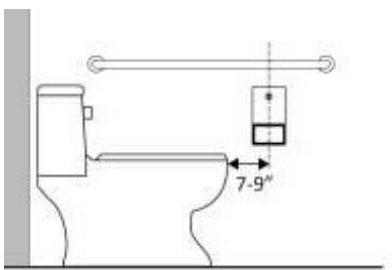
<p>and projecting objects below?*</p> <p>Is the space between the wall and the grab bar 1½ inches? [609.3]</p>	<p>Measurement:</p> <p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<p>below grab bars in the 1991 Standards</p>
<p>3.35 If the flush control is hand operated, is the operable part located no higher than 48 inches above the floor? [604.6]</p>	<p>Dves DNo</p> <p>Measurement:</p> <p><input type="checkbox"/></p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Move control • Install sensor with override button no higher than 48 inches •
<p>3.36 If the flush control is hand operated, can it be operated with one hand and without tight grasping, pinching, or twisting of the wrist?</p> <p>Is the force required to activate the flush control no greater than 5 pounds? [605.4]</p>	<p>Dves No</p> <p>Dves <input type="checkbox"/> No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Change control • Adjust control •
<p>3.37 Is the flush control on the open side of the water closet? [604.6]</p>	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Move control • •

3.38 Is the toilet paper dispenser located no less than 7 inches and no greater than 9 inches from the front of the water closet to the centerline of the dispenser?*

[604.7]

Does No

Measurement:



Photo#:

* If constructed before 3/15/2012 dispenser does not need to be relocated if it is within reach from the water closet seat; the 1991 Standards do not specify distance from the front of the water closet

- Relocate dispenser
-
-

3.39 Is the outlet of the dispenser:

Located no less than 15 inches and no greater than 48 inches above the floor?

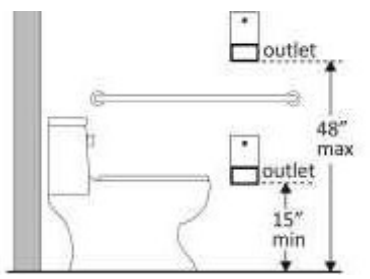
Not located behind grab bars?

[604.7]

Does No

Measurement:

Does No



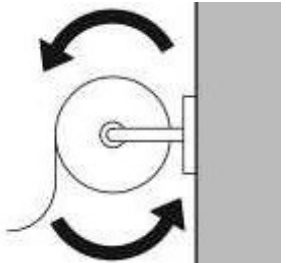
Photo#:

- Relocate dispenser
-
-

3.40 Does the dispenser allow continuous paper flow?

[604.7]

Does No



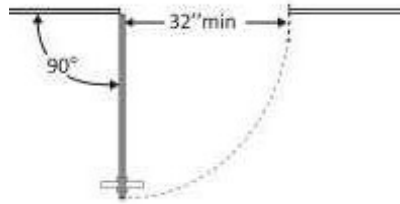
Photo#:

- Adjust dispenser
- Replace dispenser
-

Toilet Compartments (Stalls)

3.41 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees?
[604.8.1.2]

Dves No
Measurement:



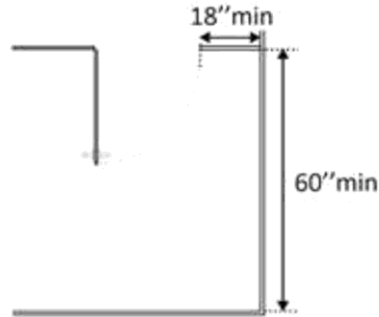
Photo#:

- Widen door width
-
-

3.42 If there is a front approach to the pull side of the door, is there at least 18 inches of maneuvering clearance beyond the latch side plus 60 inches clear depth?
[604.8.1.2]

Note: See 2010 Standards 604.8.1.2 Doors for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door

Dves No
Measurement:

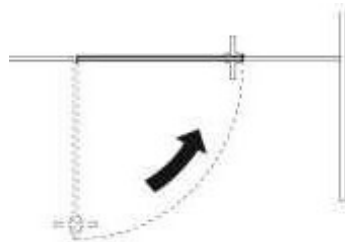


Photo#:

- Remove obstructions
-
-

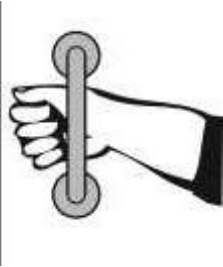

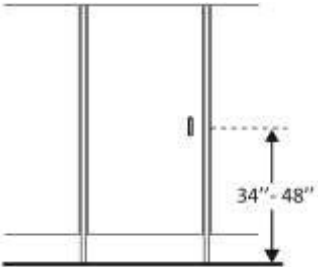
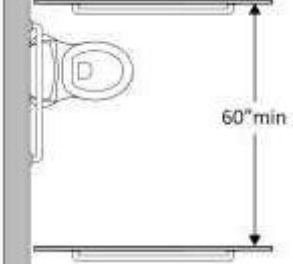
3.43 Is the door self-closing?
[604.8.1.2]

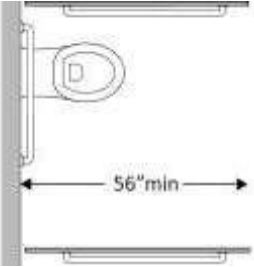
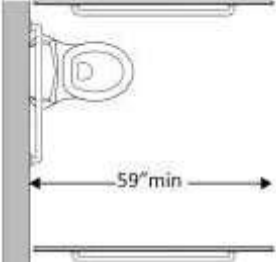
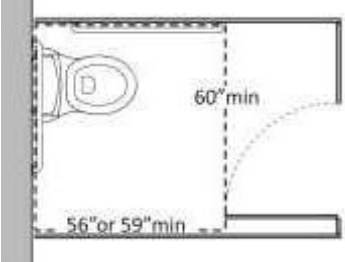
Dves No



Photo#:

- Add closer
- Replace door
-

<p>3.44 Are there door pulls on both sides of the door that are operable with one hand and do not require tight grasping pinching or twisting of the wrist?*</p> <p>[604.8.1.2]</p>	<p>D Yes D No</p>		<p>Photo#:</p>	<p>* If constructed before 3/15/2012 door pulls do not need to be added; door pulls are not required in the 1991 Standards</p> <ul style="list-style-type: none"> • Replace hardware • •
<p>3.45 Is the lock operable with one hand and without tight grasping, pinching or twisting of the wrist?</p> <p>[309.4]</p>	<p>DYes DNo</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Replace lock • •
<p>3.46 Are the operable parts of the door hardware mounted no less than 34 inches and no greater than 48 inches above the floor?</p> <p>[404.2.7]</p>	<p>Yes No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Relocate hardware • •
<p>3.47 Is the compartment at least 60 inches wide?</p> <p>[604.8.1.1]</p>	<p>DYes DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Widen compartment • •

<p>3.48 If the water closet is wall hung, is the compartment at least 56 inches deep? [604.8.1.1]</p>	<p>Dves DNo</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Widen compartment • •
<p>3.49 If the water closet is floor mounted, is the compartment at least 59 inches deep? [604.8.1.1]</p>	<p>Dves DNo</p> <p>Measurement:</p> <p><input type="checkbox"/></p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Alter compartment • •
<p>3.50 If the door swings in, is the minimum required compartment area provided beyond the swing of the door (60 inches x 56 inches if water closet is wall hung or 59 inches if water closet is floor mounted)? [604.8.1.1]</p>	<p>Dves No</p> <p>Measurement:</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • Reverse door swing • Alter compartment •
	<p>Dves <input type="checkbox"/> No</p>		<p>Photo#:</p>	<ul style="list-style-type: none"> • • •

JOB SPECIAL PROVISIONS

A. GENERAL:

Except where otherwise noted, all materials and work will conform to the December 2018 Edition of the Duquesne Standard Specifications.

Where the Job Special Provisions included in this proposal conflict with the Standard Specifications, the Job Special Provisions shall govern.

B. LWCF ACKNOWLEDGEMENT SIGN SPECIFICATION:

Once the project is complete, a sign acknowledging the Land Water Conservation Fund shall be installed at a location onsite. The final location shall be determined in the field by a representative of the City and mounted on a standard wooden post. Missouri State Parks will provide the sign to the city.

Measurement and payment for the sign shall include all equipment, materials and labor for a complete installation as provided for in the bid schedule.

C. MEASUREMENT AND PAYMENT:

The quantities shown in the plans and Bid Schedule are estimates provided for the basis of bidding. The actual amount of work required to complete the project as shown may differ from the estimated quantities. Contractor shall verify the quantities and bid the work accordingly. Unless specified otherwise below payment will not be adjusted for quantity discrepancies unless the scope of work is altered by change order. Unless altered by an approved change order, the line items listed in the Bid Schedule will be the sole basis for measurement and payment.

The CONTRACTOR shall submit progress payments no more than one per month.

At the time of SUBSTANTIAL COMPLETION of the project, any withheld retainage may be reduced to one percent (1%) of the contract amount.

The request for payment may also include an allowance for the cost of such major materials and equipment that are suitably stored either at or near the site.

At a minimum, submitted pay requests shall contain a complete listing of the bid items including Units, Quantities, Unit Price and Extended Total; and quantities for current period, previous period and completed to date. There shall be a signature area for the Contractor, Engineer, and the Owner including totals for retainage, previous billings, change orders, dates, pay period and total amount due. The format of the pay request and application for payment shall be approved by the Engineer prior to payment.

Each partial payment estimate shall include the following certification and declaration by the CONTRACTOR.

The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the WORK covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for WORK for which previous Certificates for Payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

I hereby declare that I have not, during the period covered by this Application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the Contract as dated above executed between myself and the OWNER, and in the CHANGE ORDERS for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

**LAND DISTURBANCE
STORM WATER POLLUTION
PREVENTION PLAN
(SWPPP)**

FOR CONSTRUCTION OF:

**Memorial Park
Duquesne, Missouri**

Prepared for
**City of Duquesne
Duquesne, Missouri**

March 2021

Prepared by:
ALLGEIER, MARTIN and ASSOCIATES, INC.
**Consulting Engineers
Joplin, Missouri**

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I. SITE DESCRIPTION

Project Location – Land disturbance activities will take place in Jasper County, Missouri and will consist of earthwork activities for various construction activities within Memorial Park. Construction will take place within Section 08, Township 27 north, Range 32 west. For the exact location, refer to the SWPPP drawing.

Project Owner– City of Duquesne
1501 SOUTH DUQUESNE
JOPLIN, MO 64801
417-781-5085

Total Anticipated Disturbed Area = Approximately 3.58 Acres

Outfall Description(s) -

- Outfall #001: S 08, T 27N, R 32W, Tributary to Turkey Cr. (U)
- Outfall #002: S 08, T 27N, R 32W, Tributary to Turkey Cr. (U)
- Outfall #003: S 08, T 27N, R 32W, Tributary to Turkey Cr. (U)

II. OBJECTIVES OF THE SWPPP

- Stabilize the site as soon as possible with temporary or permanent cover
- Protect slopes and channels
- Promote infiltration
- Control the perimeter of the site
- Protect receiving waters adjacent to the site
- Follow pollution prevention measures
- Minimize the area and duration of exposed soils by phasing construction operations

III. SEQUENCE OF CONSTRUCTION ACTIVITIES

The project shall be constructed per the plans and specifications. Place the contact information, sign, and a copy of the SWPPP or instructions to view a copy at the site entrance or the District Office. Prior to the initial soil disturbance activities, temporary BMP controls shall be installed at the locations shown on the Erosion Control Plan Drawing (SW-1) in order to retain sediment on the site and out of the drainage structures and streams. Additional temporary BMPs shall be installed as site-specific conditions require. It is the Contractors responsibility to implement and maintain the BMPs as required to satisfy the expectations of the Department of Natural Resources. Any violations of the permit shall be the financial obligation of the Contractor and shall be corrected upon notification.

The proposed general sequence of construction activities is as follows:

1. Install BMPs as shown on drawing including the removal of any trees and/or vegetation required for the installation of all temporary BMPs. Soil disturbances shall be minimized during this process.
2. Installation of BMPs shall be accomplished prior to the turf and soil disruptions caused by the excavation, filling, grading, trenching, and construction activities.
3. Relocation of and/or installation of additional BMP
4. BMPs shall be constructed as required to accommodate construction and reduce sediment loss.
5. Grade, shape, and prepare seedbed of all disturbed areas that have been impacted by the improvements as required by the plans and specifications.
6. Following seedbed preparation of disturbed areas, apply seed, fertilizer, mulch, etc. in areas where final construction has been completed, and maintain until permanent vegetation is re-established per this SWPPP, and in compliance with the conditions of the Storm Water Discharge General Permit issued by the Missouri Department of Natural Resources (MDNR).

7. Temporary seeding and mulching of disturbed areas shall be performed as necessary to prevent erosion and sediment loss during the construction activities prior to permanent seeding of the disturbed areas.

Inspection, maintenance, repair, and upkeep of all BMPs throughout the construction project to achieve compliance with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit issued by the MDNR, and this SWPPP shall be the sole responsibility of the Contractor. All conditions of the NPDES permit and this SWPPP shall be strictly adhered to throughout the project.

IV. POLLUTION CONTROL – BEST MANAGEMENT PRACTICES (BMPs)

1. Topsoil Stockpiles: Areas of the project where daily construction activities will temporarily cease for longer than 21 days shall be stabilized using silt fencing, or covered to prevent erosion within 14 days. The Contractor shall cause the location of topsoil stockpile to be noted and indicated on the Erosion Control Plan Drawing.
2. Permanent Restoration: Disturbed portions of the site area affected by the construction shall be seeded for permanent vegetative restoration of turf per the contract plans and specifications. All areas disturbed during construction shall be fertilized, seeded, and mulched.
3. Erosion Control Mat: Biodegradable erosion control mats shall be installed (as needed) along steeper slopes, bottom of ditches, and elsewhere if shown on the Erosion Control Plan drawing and/or as needed, or as directed by the Resident Project Representative in accordance with the manufacturer's instructions. The mats shall be constructed with straw or recycled cellulose products and strengthened with a netting of polypropylene or natural fibers. Mats shall have a recommended life of at least ten months. Contractor shall apply fresh seed prior to placement of the erosion control mats. Slopes and seedbed areas shall be properly prepared, fertilized and seeded prior to installation of the mats. Mats shall be anchored with hardwood or biodegradable pins in accordance with the manufacturer's recommendations. Metal pins are not acceptable and shall not be used.
4. Filter Fabric Silt Fence and Filter Rolls: Temporary filter fabric silt fencing and/or filter rolls shall be installed along and downgradient of the disturbed areas as shown on the SWPPP drawing and in additional areas as needed, prior to and in conjunction with the construction of the improvements. All filter fabric silt fencing and filter rolls shall be maintained throughout construction and until final vegetation is restored.
5. Straw Bale Barrier: Temporary straw bale barriers shall be placed at the site as shown on the Erosion Control Plan drawing and at additional locations as necessary according to site specific terrain requirements, as a control measure to contain and prevent major sediment runoff from the project site.
6. Construction Drive(s): Stabilized construction site entrance/exit drive(s) shall be established and maintained to help reduce tracking of any sediment off-site and onto the adjacent and adjoining roadways. The drives shall be rock stabilized with a minimum 6" thick, 3" to 5" crushed stone over a geotextile filter material to prevent construction vehicles from transporting, tracking and/or dropping sediment onto public roadways, as needed. All established drive(s) on/site shall be kept clear and clean of any and all sediment to prevent tracking to public roads. This may require daily sweeping or periodic replacement of the crushed stone.
7. Inlet Protection: Temporary measures, such as filter bags/rolls, silt fence, sod, etc., shall be installed on the upstream side of all culverts and around all curb or yard inlets, to trap sediment. This mechanism prevents the sediment from entering inlet structures and prevents the silting-in of inlets, storm drains, culverts, and/or receiving channels.
8. Outlet Protection: Temporary or permanent measures shall be installed at all culvert or storm drain outlets as shown on the plans or as determined by site specific conditions, to reduce the speed of concentrated storm water flows thereby reducing erosion. Types of outlet protection include, but are not limited to, stone rip-rap, concrete aprons, paved sections, and/or settling basins.
9. Rock Check Dams: Temporary rock check dams shall be installed within defined drainage ditches as shown on the drawings or as site specific conditions dictate, to reduce the speed of concentrated storm water flows thereby

reducing erosion and sediment transport. Rock check dams shall not exceed 2 feet and the top of dam shall be at least 1 foot below the top of ditch or channel. The top width of the dam shall be 2 feet wide with 3:1 side slopes.

10. Sediment Basins: If detention or water quality basins are being constructed they may be roughed in and used as sedimentation basins. Maintenance of the outlet, berm, and removal of sediment shall be performed as required.
11. Removal of BMPs: All temporary BMPs shall be removed by the Contractor once the site is stabilized. This shall be performed in a timely manner.

V. WASTE DISPOSAL

Construction Waste/Trash/Solid Waste: Any and all waste materials (except hazardous waste) generated during the project shall be collected as needed and removed from the site daily or placed and stored in a metal dumpster rented from a solid waste management company licensed to operate in the site area or owned by the Contractor or the Owner. The dumpster(s) shall meet all local and State solid waste management regulations. The Contractor shall cause the location of solid waste containers placed on the site to be noted and indicated on the Erosion Control Plan drawing. All trash and construction debris from the site will be deposited in the dumpster(s) as appropriate.

1. Burning / Bury Options: No construction waste materials shall be buried on site. All brush, trees and refuse shall be removed or disposed of by burning (if permitted). See section VIII for Burning stipulations.
2. Concrete Wash Out: A concrete wash out area shall be provided and the location shall be marked on the drawing, if required. Concrete wash water containment is required. Concrete trucks shall be allowed to wash out only in locations where the discharge will remain on-site, and in a manner that prevents contact with storm water runoff. It is not permissible to discharge concrete truck washout directly to streams or storm drains. An in-ground pit or above ground containment shall be constructed and maintained for the duration of concrete construction activities.
3. Hazardous Waste: Any and all hazardous waste materials shall be disposed of in the manner specified by local, State and/or Federal regulations, or according to manufacturer specific instructions. Site personnel shall be instructed in these practices, and the individual who manages day-to-day site operations will be responsible for seeing that these practices are followed.
4. Sanitary Waste: The General Contractor is responsible for providing sanitary facilities, as needed, should use of any permanent facilities not be available. The Contractor shall cause the location of portable toilet facilities to be noted and indicated on the Erosion Control Plan drawing. All sanitary waste will be collected from the portable units (if provided) a minimum of one time per week (or as needed) by a licensed sanitary waste management Contractor, or as required by local regulation and disposed of only in locations having a State permit.

VI. MAINTENANCE/INSPECTION PROCEDURES

1. Inspection Schedule

All control measures shall be inspected at least once a week, or as required by the issued storm water discharge permit, prior to a known major storm event, and within a reasonable time, not to exceed 24 hours, following any storm event of 0.5 inches or greater. The Contractor is responsible for completing all inspection and maintenance forms, and providing same to the Owner.

2. Maintenance of Sediment Control Measures

- A. All storm water runoff sediment control measures shall be maintained in good working order. Maintenance and repair (if necessary) shall be initiated within 24 hours of being reported.
- B. Sediment built up shall be removed from the filter fabric silt fence barriers or filter rolls when it has reached one-third the height of the barrier or sooner.

- C. All filter fabric silt fences and filter rolls shall be inspected for depth of sediment and for fabric tears and to ensure the fabric is securely attached to the fence posts or stakes, and that the fence posts or stakes are firmly in the ground.
- D. Any and all earthen berms and sedimentation basin dams shall be inspected for damage and erosion and repaired if necessary.
- E. Any and all vegetative buffers or rock check dams shall be replenished or replaced when the void space has become filled with silt and sediment to the point it is no longer functional.
- F. Straw bales shall be inspected for damage and anchor integrity and replaced and/or re-anchored, if necessary. Sediment built up shall be removed from the straw bale barriers when it has reached one-third the height of the barrier or sooner, as required.
- G. All temporary seeding shall be inspected for bare spots, washouts, and healthy growth. Re-seeding shall be performed as necessary.
- H. A maintenance inspection report shall be completed during each inspection. Copies of the inspection and report forms to be completed by the inspector are included at the end of this section.
- I. The Contractor shall name an individual as the Environmental Manager for the site for inspection and maintenance responsibilities. The individual shall be trained and knowledgeable in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls (BMPs) used on the site in good working order. The Contractor shall cause the name of the Environmental Manager to be noted and indicated in the space provided on the Erosion Control Plan drawing.

3. Non-Storm Water Discharges

It is expected the following non-storm water discharges may occur from the site.

- A. Wash waters from construction equipment and finished pavement (where no spills or leaks of toxic or hazardous materials have occurred.) This does not include concrete truck washout.
- B. Water sprinkling for dust control.

VII. SPILL PREVENTION & SITE MANAGEMENT

The following are the material management practices that shall be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

Good Housekeeping Practices

- 1. The Contractor shall make a concerted effort to store only enough of each product on site required to do the job. The Contractor shall cause the location of storage areas on the site to be noted and indicated on the SWPPP drawing.
- 2. Any and all materials stored on site shall be stored in a neat, orderly manner in their appropriate containers and, if possible, under a cover or other enclosure for protection from precipitation and located away from drainage courses and low areas.
- 3. Any and all materials and products shall be stored and maintained in their original containers with the original manufacturer's label.
- 4. Substances shall not be mixed with one another unless recommended by the manufacturer.
- 5. Whenever possible, all of a product shall be used up before disposing of the container.

6. Manufacturers' recommendations for proper use and disposal shall be followed at all times for all materials and products.
7. The Contractors' site superintendent, or his designated appointee, shall visually inspect the job site daily to ensure proper use and/or disposal of all materials on site.

Hazardous Products - Storage, Handling, Use, & Disposal Practices

The Contractor shall cause the location of any and all hazardous materials/hazardous products placed on the site to be noted and indicated on the SWPPP drawing. These practices shall be used to reduce the risks associated with hazardous materials:

1. Any and all products shall be kept in original containers unless they are not re-sealable. Otherwise they should be transferred to re-sealable containers for storage and properly marked, indicating the contents.
2. Original labels and material safety data sheets (MSDSs) shall be retained on site, as they contain important product information.
3. If surplus product must be disposed of, manufacturers' and local, State and Federal recommended methods for proper disposal shall be followed.
4. Fuels, oils, lubricants, solvents, or other hazardous materials shall NOT be disposed of on site. All hazardous material must be properly stored, used, and disposed of in accordance with State and Federal laws and regulations. Drip pans shall be provided for any valves on storage containers, as appropriate. For further guidance, contact MDNR at 1-800-361-4827.

Product Specific Practices

The following product specific practices shall be followed on site:

1. Petroleum Products: All on-site vehicles and equipment shall be monitored for leaks, and shall receive regular preventive maintenance to reduce the chance of leakage. Any and all petroleum products on site shall be stored in tightly sealed containers that are clearly labeled and provided with drip pans, if appropriate. Any asphalt substances used on site shall be applied according to the manufacturer's recommendations. Any fuel storage tanks located on-site shall be provided with adequate secondary containment. Drip pans shall be provided for all valves. If greater than 1,320 gallons of oil is stored on the site, the Contractor is responsible for providing and maintaining a SPCC (Spill Prevention, Control, and Countermeasures) plan on site. The Contractor shall cause the location of any petroleum product storage areas on the site to be noted and indicated on the SWPPP drawing.
- A. Fertilizers: Fertilizers shall be applied only in the minimum amounts stated in the project specifications. Once applied, fertilizer shall be worked into the soil to limit exposure to storm water. Storage of fertilizer shall be inside or under cover. The contents of any partially used bags of fertilizer shall be transferred to a properly labeled, sealable plastic bin or container to avoid spills. The Contractor shall cause the location of any fertilizer product storage area on the site to be noted and indicated on the SWPPP drawing.
- B. Paints/Solvents/Cleaning Compounds, Etc.: All containers shall be tightly sealed and stored when not required for use. Drip pans shall be provided, if appropriate. Excess materials shall NOT be disposed or dumped on site, but shall be properly disposed of according to manufacturer's instructions and/or Federal, State, and local regulations. The Contractor shall cause the location of any storage areas on the site containing paints/solvents/cleaning compounds, etc. to be noted and indicated on the SWPPP drawing.

Spill Control Practices

The Contractor is responsible for providing and maintaining a SPCC (Spill Prevention Control and Countermeasures) plan on site, as required by the regulations at 40 CFR 112. In addition to the good housekeeping and material

management practices discussed in the previous sections of this plan, the following practices shall be followed for spill prevention and cleanup:

1. Manufacturer's recommended methods for spill cleanup shall be clearly posted, and site personnel shall be made aware of the procedures and the location of the information and cleanup supplies. Refer to manufacturer's MSDSs.
2. Materials and equipment necessary for spill cleanup shall be kept in a designated material storage area on site. The Contractor shall cause the location of the spill cleanup materials and equipment to be noted and indicated on the SWPPP drawing. Spill cleanup equipment and materials shall include, but not be limited to, shovels, brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and/or metal trash containers specifically for this purpose, as applicable.
3. All spills shall be cleaned up immediately after discovery and properly containerized for proper disposal. Burial on site is not acceptable and shall not be allowed.
4. The spill area shall be kept well ventilated and personnel shall wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
5. Reportable quantities for spills of toxic or hazardous material shall be promptly reported to the appropriate Federal, State and local government agencies, as required, including those listed on the enclosed "Spill/Release Information and Reporting Form". Reportable quantities for oil and hazardous substances are found at 40 CFR 110, 117, and 302, and as stated in the Appendix of this plan. When permits are applicable, the Permittee or his/her authorized representative is required to notify the MDNR Environmental Emergency Response in accordance with 40 CFR 117 and 40 CFR 302 as soon as they have knowledge of the discharge of any hazardous substance or petroleum product in excess of the reportable quantity. The MDNR emergency spills hot line is 1-573-634-2436. Copies of any and all reporting forms shall be provided to the Owner of the project as soon as is practical.
6. The spill prevention, control and countermeasures plan and/or practices shall be adjusted to include measures to prevent a spill event of this type from recurring, and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures taken shall also be included.
7. The Environmental Manager shall also be the spill prevention and cleanup coordinator unless the Contractor arranges otherwise. He shall designate other site personnel who shall receive spill prevention and cleanup training, as required. The names of responsible spill personnel shall be posted in the material storage area and in the office trailer on site, if one so exists.

VIII. AIR EMISSIONS

Burning: Any burning on the site may require a permit from the MDNR. For guidance, contact the MDNR Springfield Regional Office at (417) 891-4300 or the MDNR Air Pollution Control Program, Jefferson City at (573) 751-4817. County and/or City ordinances may also apply. It is the responsibility of the Contractor to contact these governing bodies for guidance. Materials such as tires or waste oil may not be used to start the fires or be burned in the fires. Missouri State Regulations prohibit open burning of any waste generated by a business, trade, industry, or any demolition operation including, but not limited to paper, cardboard boxes, pallets, tires, rubber products, hazardous materials, styrofoam, plastics, petroleum products, treated wood and any asbestos-containing material. Any burning operations shall be in strict compliance with the requirements of all applicable statutes and regulations. Prior to conducting any open burning, the Contractor shall contact the appropriate city or county of jurisdiction for any local restrictions or permit requirements. Burning operations shall not constitute a nuisance to persons living nearby, shall be kept away from all property lines and at least 200 yards from the nearest inhabited dwelling, as well as transmission and distribution lines and shall be carefully controlled to prevent any damage to adjacent properties and facilities. Burn pit refuse shall be cleaned out and disposed of off-site. All personnel shall be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted on site, as necessary. The Contractor shall cause any and all burning locations to be shown on the Erosion Control Plan drawing. An MDNR fact sheet relative to open burning is included at the end of this section.

Dust Control: The Contractor is required by State law to control fugitive dust blown from the site. Dust can be minimized

by stabilizing areas with mulch as soon as possible. Watering should be provided in unstabilized areas as needed for dust control.

IX. AMENDING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Permittee and the Contractor shall amend and update the SWPPP as appropriate during the term of the land disturbance activities. The Permittee/Contractor shall amend the SWPPP, at a minimum, whenever the:

1. Design, operation, or maintenance of Best Management Practice (BMP) structures and/or controls is changed or is deemed inadequate in controlling sediment;
2. Changes in the design of the project that could significantly affect the quality of the storm water discharges;
3. Inspections indicate deficiencies in the SWPPP or any BMP used at the site;
4. MDNR notifies the Permittee of deficiencies in the SWPPP;
5. Non-Filterable Residues (NFR) from a storm water outfall exceeds 45 mg/l;
6. Total Settleable Solids from a storm water outfall exceed 2.5 ml/L/hr, unless the disturbed area is defined under, "Applicability to Valuable Resource Water". Settleable Solids from a storm water outfall in areas near Valuable Resource Water shall not exceed 0.5 ml/L/hr, as indicated in the permit issued by MDNR and/or;
7. MDNR determines violations of Water Quality Standards may occur or have occurred.

Based on inspection results the SWPPP shall be modified as necessary to include additional or modified BMPs that correct problems identified. Revisions to the SWPPP must be completed as soon as possible and shall be completed within seven (7) calendar days following the inspection.

X. RETENTION OF RECORDS

The Permittee shall retain copies of the SWPPP and all reports required by this permit, and records of all data used to comply with this permit, for a period of at least three years from the date that the site is finally stabilized. This period may be extended by request of the Director of MDNR at any time.

The Permittee shall retain a copy of the SWPPP from the date of project initiation to the date of final stabilization as required by the permit (including a copy of the permit) at the construction site (or other local location) and made available upon request by the MDNR Director, or his representative; or other State or local agency approving or inspecting sediment and erosion control plans, grading plans, or storm water management plans to ensure implementation of the SWPPP, or the operator of a municipal separate storm sewer system, if any, receiving discharges from the site. The Permittee or Contractor(s) with day-to-day operational control over SWPPP implementation shall have a copy of the SWPPP on-site or locally available at all times. A copy of the SWPPP, in its entirety, must be made available to the MDNR staff for review and copying at the time of an on-site inspection. All SWPPPs must be signed and certified, as required.

If an on-site location is unavailable to store the SWPPP when no personnel are present, a sign or other notice of the plan's location must be conspicuously posted near the main entrance of the construction site. If not feasible, the notice can be posted in a local public building, or public library. The sign or other notice must contain a copy of the completed Application as submitted to the MDNR Water Pollution Control Program and the current location of the SWPPP and the name and telephone number of the person for scheduling viewing times.

**CITY OF DUQUESNE – Duquesne
Memorial Park Phase II, Duquesne,
MISSOURI**

OWNER'S CERTIFICATION

I certify that, being an authorized representative the Owner of the site, the information contained herein is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

For: _____

CONTRACTOR'S CERTIFICATION

I certify under penalty of law, that I, being an authorized representative of the Contractor for the Permittee, understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge General Permit issued by the Missouri Department of Natural Resources (MDNR) and this Storm Water Pollution Prevention Plan (SWPPP) and shall comply with all conditions of the SWPPP, and the Permit for authorized Storm Water Discharges Associated with Construction or Land Disturbance Activities as issued by the MDNR Water Pollution Control Program, and that any non-compliance with the general permit constitutes a violation of Chapter 644, Missouri Clean Water Law, and 10 CSR 20-6.200. Non-compliance may result in enforcement action, termination of this authorization, or denial of the Permittee's request for renewal.

Printed or Typed Name and Title

Contractor's Representative Signature

Date

For: _____
Contractor Name (Print)

Contractor Address

City/State

**CITY OF DUQUESNE – MEMORIAL PARK PHASE II
DUQUESNE, MISSOURI**

INSPECTION AND MAINTENANCE REPORT FORM

TO BE COMPLETED AT LEAST ONCE PER WEEK, PRIOR TO A KNOWN MAJOR STORM EVENT, AND WITHIN 24 HOURS OF A 0.5 INCH OR MORE RAINFALL EVENT

INSPECTOR: _____ DATE: _____
 DAYS SINCE LAST RAINFALL: _____ AMOUNT OF THIS RAINFALL _____ INCHES

Storm Water Control (If applicable)	Condition	Repair Req'd		Comments (Attach additional Sheets if Necessary)	Date Repaired	Initials
		Yes	No			
Site Entrance/Exit(s)						
Filter Fabric Fences						
Straw Bales						
Seeded Areas						
Top Soil Stockpile(s)						
Material Storage Areas						
Portable Toilet(s)						
Waste Container(s)						
Concrete Wash Out						
Fuel Storage						
Outfall #001						
Outfall #002						
Outfall #003						

STABILIZED CONSTRUCTION SITE ENTRANCE/EXIT(S)

Does Sediment Get Tracked on to Road?	Is the Rock Clean or is it Filled with Sediment?	Does All Traffic Use the Stabilized Entrance to Enter and Leave the Site?	Is the Culvert (if installed) Beneath the Entrance Working?

Describe Maintenance Required to the Stabilized Construction Entrance/Exit(s): _____

Continued on Next Page

SEDIMENTATION BASIN(S)

Depth of Sediment Basin	Condition of Basin Side Slopes	Any Evidence of Overtopping of the Embankment	Condition of Outfall from Sediment Basins
N/A			

Describe Maintenance Required for the Sedimentation Basins: _____

If this box is checked, I hereby certify that this inspection did not identify any incidents of non-compliance and that the facility is in compliance with the permit and the SWPPP.

CERTIFICATION:

Qualified personnel must conduct all inspections. "Qualified Personnel" means a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity. I certify under penalty of law that I am qualified to properly gather and evaluate the information submitted and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Signature: _____

Date: _____

Printed Name: _____

Contractor: _____

Address: _____

City/State: _____

All Maintenance Items Required and Described above are:

To be performed by: _____

On or Before: _____

Signature: _____

Date: _____

Date Repaired: _____

By: _____

List of Items Repaired: _____

Signature: _____

Contractor: _____

Printed Name: _____

Date: _____

**CITY OF DUQUESNE – MEMORIAL PARK PHASE
II DUQUESNE, MISSOURI**

INSPECTION AND MAINTENANCE REPORT FORM

CERTIFICATION:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage this SWPPP system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Signature: _____

Date: _____

Printed Name: _____

Phone: _____

Contractor: _____

Address: _____

City/State: _____

Report Submitted to and Received by Owner (Permittee)

Date: _____

Submitted by: _____

Printed Name – Contractor's Representative

Signature: _____

Contractor: _____

Date: _____

Received by: _____

Printed Name – Owner's Representative

Signature: _____

NOTE: All inspection and maintenance report forms shall be retained by the Owner for at least three years from the date the site is finally and permanently stabilized and permit coverage expires or is terminated. This period may be extended by the request of MDNR at any time.

of additional sheets attached = _____

CHANGES REQUIRED TO THE SWPPP

CHANGES REQUIRED: _____

REASONS FOR CHANGES: _____

Date Changes Made to SWPPP: _____

Date Changes Implemented at the Site: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Number of Additional Pages Attached: _____

Printed Name: _____ Company: _____

Signature: _____ Date: _____

Date Received by Owner: _____

Received by: _____ Signature: _____

Printed Name – Owner Representative

SPILL/RELEASE INFORMATION AND REPORTING FORM

1. Basic description of the spill/release, including causes, if known: _____

(If additional space is required, attach additional sheets.)

2. Chemical Name of Material Spilled: _____

3. Listed CERCLA Hazardous Substance? Yes _____ No _____

4. Listed EPCRA Extremely Hazardous Substance? Yes _____ No _____

5. Oil? Yes _____ No _____

6. Quantity Spilled (exclude water): _____

7. Date and Time of Spill: _____

8. Duration of Spill: _____

9. Spill Went to: Water: _____ Land: _____ Air: _____

10. Any known or anticipated acute or chronic health risks associated with the spill and, where appropriate, advice regarding medical attention necessary for exposed individuals.

11. Proper precautions to take as a result of the release, including evacuation (unless such information is readily available to the community emergency coordinator pursuant to the emergency plan).

12. Spill Reported By: _____

Date: _____

Spill Reported to: _____

40 CFR Part 110, 40 CFR Part 117, & 40 CFR Part 302

In accordance with the Missouri Department of Natural Resources (MDNR), Division of Environmental Quality, a Release and a Reportable Release of Petroleum Products are defined as follows:

Release: Any loss of petroleum product to the environment is considered a release. This definition includes, but is not limited to, any spilling, leaking, emitting, discharging, escaping, leaching, or disposing from a storage tank into ground water, surface water, surface or subsurface soils.

Reportable Release: A petroleum product release greater than fifty (50) gallons, or spills and/or overfills of petroleum product from an underground storage tank that result in a release to the environment that exceeds twenty-five (25) gallons, or any release that causes a sheen on nearby surface water; and a spill or overfill of a hazardous substance that results in a release to the environment that equals or exceeds its reportable quantity under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 is a reportable release and must be reported to the MDNR within twenty-four (24) hours. Soil contamination levels of TPH \geq 50 parts per million (ppm), BTEX \geq 1.0 ppm, benzene \geq 0.5 ppm, or MTBE \geq 60 ppm is also considered to be evidence of a reportable "release" of petroleum products.

Formal reporting of a Reportable Release shall be as follows:

- MDNR – Environmental Emergency Response Unit – (573) 634-2436 (Follow MDNR instructions)
- National Response Center – 1-800-424-8802
- MDNR – Jefferson City – (573) 751-3176
- Joplin Fire Department – (417) 623-0403
- Fire Protection District – Emergency 911
- City of Duquesne (Mayor) – (417) 781-5085 (Gary Heilbrun)

All spills reported by telephone shall be reported in writing within 24 hours by the responsible party, and submitted to the MDNR Environmental Emergency Response Unit, or as directed by the Agency, with copies submitted to MDNR, Division of State Parks.

Circumstances (causes) leading to the release:

Steps taken to prevent recurrence of the release:

Date SWPPP modified to reflect the release and prevent similar future release: _____

Printed Name: _____

Signature/Title: _____

Organization: _____

I certify under penalty of law, that I, being an authorized representative of the Subcontractor for the Permittee, understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge General Permit issued by the Missouri Department of Natural Resources (MDNR) and this Storm Water Pollution Prevention Plan (SWPPP) and shall comply with all conditions of the SWPPP, and the Permit for authorized Storm Water Discharges Associated with Construction or Land Disturbance Activities as issued by the MDNR Water Pollution Control Program, and that any non-compliance with the general permit constitutes a violation of Chapter 644, Missouri Clean Water Law, and 10 CSR 20-6.200. Non-compliance may result in enforcement action, termination of this authorization, or denial of the Permittee's request for renewal.

Printed or Typed Name and Title

Subcontractor's Representative Signature

Date

For: _____
Subcontractor Name (Print)

Subcontractor Address

City/State

Subcontractor Telephone Number

APPENDIX A
MDNR TECHNICAL BULLETIN
RESPONSE TO SMALL FUEL SPILLS



Missouri

Department of Natural Resources Department of Public Safety



Response to Small Fuel Spills

DNR Environmental Services Program/DPS Division of Fire Safety fact sheet

3/2009

Local fire departments often respond to releases of small amounts of petroleum products. This technical bulletin is intended to provide fire departments with information regarding responses to these types of releases.

Missouri state law requires the responsible party (spiller) to report petroleum product releases greater than 50 gallons to the Missouri Department of Natural Resources (DNR) at (573) 634-2436 at the earliest practical moment upon discovery. If the release is from an underground storage tank (UST) or piping, the reportable quantity is 25 gallons or more. Above ground storage tanks (AST) that have released 50 gallons or greater are also required to report. Further, federal law requires the responsible party to report any release of oil if the oil reaches or threatens any waterway. The definition of waterway includes sewers, groundwater, wetlands, lakes, creeks, streams, rivers and areas that may not have running water in them at the time, such as road ditches that drain into other waterways.

In the past, small fuel spills were routinely addressed by “flushing” with either foam or water. Unfortunately, this manner of response often resulted in the fuel reaching a waterway, potentially causing a greater problem than the initial spill itself. While many fire departments realize that flushing may cause more problems than it solves, information regarding alternative cleanup methods may not be readily available. The following information is provided by the Missouri Department of Public Safety (DPS) and DNR as possible alternative response actions to small fuel spills.

NOTE: It is understood that public safety must be the first consideration in a response and that the following actions may not be the most appropriate in certain situations.

1. If possible, the spill of fuel should be contained and the release stopped. Apply sand, gravel, soil, straw, sawdust, ground corn cobs, or commercial absorbents such as kitty litter or oil dry to absorb/contain petroleum residues rather than wash them away with water. Attempt to identify and take measures to protect any stormwater drains with absorbents. Absorbent materials used to clean up fuel spills may be disposed at a sanitary landfill with prior approval of the landfill operator.

2. If fire hazard reduction measures are necessary, use foam as appropriate. Do not over apply. Use as little water on the spill as necessary.

3. Pump, recover, and containerize as much free product as possible. In many cases, recovered product can be routed back to refineries for recycling, or used for other purposes such as fire department training exercises. Another method of disposal is use in fuel blending operations; however, this is not a viable alternative if the fuel has been contaminated with large amounts of water. If the spilled fuel contains too much water to lend itself as a usable resource, it may have to be tested and disposed as a regulated hazardous waste.

4. If flushing with water is the chosen option to mitigate hazards, runoff should be containerized and/or routed to a sanitary sewer **with the knowledge and approval of the wastewater treatment plant operator.**

5. Treatment chemicals and agents should not be used except under special circumstances and with prior authorization obtained from the U.S. Environmental Protection Agency. A list of treatment chemicals and chemical countermeasures can be found at: <http://www.epa.gov/emergencies/docs/oil/ncp/schedule.pdf>. If a fire department has questions as to the proper application of such agents, DNR may be contacted 24 hours a day at 573-634-2436 for technical assistance. As stated in Item 3, water contaminated with petroleum may be required by law to be tested and disposed as a hazardous waste.

According to Missouri Hazardous Waste Management Laws and Regulations, the responsibility for proper disposal of a hazardous waste is that of the owner of that waste (who could be the spiller, the owner of the shipment, or the owner of a facility where the spill occurred). Fire departments should exercise CAUTION; if the material is flushed to a waterway during a response, it could potentially cause water quality issues that would prolong the remediation of the spill.

Not all fire departments have financial resources to maintain stocks of absorbent materials, containers, and other related response equipment. Access to vacuum trucks, heavy equipment, and other necessary services may, likewise, be difficult for some jurisdictions to obtain. It is recommended that a fire department's contingency planning include identification of supply and service sources in order to be prepared for these types of releases.

Every response method has its own inherent advantages and disadvantages. Specific response methods must be evaluated and initiated on a case-by-case basis.

Questions about this guidance may be directed to DNR's Environmental Emergency Response Section at 573-526-3349 (non-emergency), or 573-634-2436 (emergency), or to DPS's Division of Fire Safety at 573-51-2930 (non-emergency).

On the Web:

www.dnr.mo.gov -- <http://www.dnr.mo.gov/pubs/pub212.pdf>, or
www.dfs.dps.mo.gov

APPENDIX B

MDNR FACT SHEET

OPEN BURNING UNDER MISSOURI REGULATIONS

Facts on Open Burning Under Missouri Regulations

Air Pollution Control Program fact sheet

1/2008

Open burning is the burning of any materials in which air contaminants are emitted directly into the air without first passing through a stack or chimney. This fact sheet summarizes allowable and prohibited open burning under Missouri regulations. It does not include open burning restrictions that city or county governments may impose in addition to Missouri's state regulations. Prior to conducting any open burning, businesses and citizens should contact the city or county of jurisdiction for any local restrictions.

The open burning of certain trade wastes and tires is prohibited because the toxic emissions that can be released are harmful to human health. Smoke from fires also typically produces large amounts of small particulate matter that can be inhaled, causing respiratory problems. The burning of common household trash, including paper products and food wastes, can also have severe consequences. Studies have indicated the open burning of an individual household's trash could release pollutants in higher levels than the burning of the trash of thousands of homes by a municipal waste incinerator because the lower combustion temperatures prevent complete incineration. These pollutants can include dioxins, volatile organic compounds, acetaldehyde, formaldehyde, hydrogen chloride and naphthalene. Open burning exposes individuals to toxic emissions that may irritate the eyes, skin and upper respiratory tract. The central nervous system can also be affected causing headaches, dizziness and fatigue.

Because of these potential dangers, the Missouri Department of Natural Resources strongly discourages open burning of any material prior to investigating alternatives. Some rural areas can participate in a "green box" service, which provides a trash collection point near a centrally located county road for local residents to use. Green boxes are usually picked up or emptied once a week. Other options include waste disposal services, waste diversion, recycling and composting. Contact your local Solid Waste Management District for assistance in implementing these safer alternatives to open burning.

Prohibited Open Burning Under State Regulation

Any waste generated by a business, trade, industry, salvage or demolition operation cannot be burned without a permit issued by the Department of Natural Resources or its delegated local agency. Permits will only be considered for untreated wood wastes. Wastes that may not be burned include but are not limited to tires, rubber products, hazardous materials, styrofoam, plastics, petroleum based products, demolition waste, treated wood and any asbestos-containing material.

Allowable Open Burning Under State Regulations

Note: Local governments may have stricter laws and policies

Open Burning of Household Refuse

General Provisions: Missouri allows open burning of household refuse from four dwelling units or less provided it originates and is burned on the same premises. This exemption does not apply to mobile home parks or apartment complexes. Residential waste is solid waste produced by routine household activities, such as paper waste and garbage from daily activities. This does not include home remodeling wastes, wastes from home businesses, durable goods such as old appliances, carpets or furniture, tires or other nonroutine household waste. Materials such as tires or used oil may not be used to start the fires or be burned in the fires.

Kansas City and St. Joseph metropolitan areas: Open burning is allowed provided it occurs within an area zoned for agricultural purposes and outside the portion of the metropolitan areas surrounding the corporate limits of Kansas City and St. Joseph and their bordering municipalities.

Outstate area: No special day, time or location restrictions.

Springfield-Greene County area: Open burning is allowed provided that burning takes place outside the corporate limits of Springfield and only within areas zoned A-1, Agricultural District.

St. Louis metropolitan area: Open burning of household refuse is prohibited in the St. Louis metropolitan area.

Open Burning of Yard Wastes

General Provisions: Missouri allows open burning of yard wastes from sites provided it originates and is burned on the same premises. Materials such as tires or used oil may not be used to start the fires or be burned in the fires. Yard waste includes trees, tree leaves, brush or other vegetation.

Kansas City metropolitan area: Open burning of trees, tree leaves, brush or any other type of vegetation requires an open burning permit.

St. Joseph metropolitan area: Open burning of residential yard wastes is allowed only during a three week period in spring and during a three-week period in fall between 10 a.m. and 3:30 p.m. The two, three-week periods are to be determined by the city along with state agencies and the state fire marshal.

Outstate area: No special day, time or location restrictions.

Springfield-Greene County area: Open burning of trees, brush or any other type of vegetation requires an open burning permit. The open burning of leaves is prohibited.

St. Louis metropolitan area: Open burning of trees, tree leaves or brush is allowed only in areas outside of incorporated municipalities from Sept. 16 to April 14 of each calendar year. These brush piles are limited to a base of 16 square feet and the burning is allowed from 10 a.m. through 4 p.m.

Open Burning for Fire Training Purposes

Missouri allows fires set for the purpose of training fire fighters provided they are conducted in accordance with National Fire Protection Association Standards 600 and 1403. Timely notification should be provided to the appropriate regional office or delegated local agency. All fire training exercises involving donated or acquired structures must be conducted in compliance with 40 CFR part 61 subpart M, *National Emission Standard for Hazardous Air Pollutants-Asbestos*. The use of donated or acquired structures for training is discussed in Publication 2029. All petroleum based products and asbestos containing materials must be removed from donated or acquired structures prior to any burning.

Open Burning in Agricultural, Natural Resource or Land Management Operations

Missouri allows agricultural burning throughout the state. However, several exceptions apply. Materials such as tires or used oil may not be used to start the fires or be burned in the fires. Any burning that creates a health hazard, nuisance or produces smoke that impairs visibility for those operating motor vehicles or airplanes is prohibited. Contact the St. Louis Regional Office before burning in the St. Louis metropolitan area from April 15 to Sept. 15. Botanical nursery operations (greenhouses) are not considered agricultural operations.

Open Burning in Land Clearing Operations

Open burning of tree trunks, tree limbs and vegetation from land clearing operations is allowed without an ACD or permit in the outstate area if the burning takes place outside the city limits of any incorporated area or municipality and at least 200 yards from the nearest inhabited dwelling. Materials such as tires or used oil may not be used to start the fires or be burned in the fires. Permits containing special conditions may be issued by regional offices or local agencies for sites unable to comply with the requirements above. See the Required Open Burning Permits section below for exceptions in the Springfield-Greene County area, and Kansas City and St. Louis Metropolitan areas.

Open Burning at Wood Processing Facilities

Open burning of untreated wood waste from wood processing facilities is allowed if production is less than 8,000 board-feet per day and the facility was in existence as of March 25, 1976, but has not relocated to a new site. The burning also must be done at least 200 yards from the nearest occupied structure.

Open burning of untreated wood waste from wood processing facilities is allowed if production is less than 8,000 board-feet per day and the facility has relocated or from new wood processing facilities not in existence as of Sept. 18, 1970, and the facility and the burning are at least one mile outside city limits. The burning also must be done at least 200 yards from the nearest occupied structure.

Open Burning for Recreational Purposes

Campfires and other fires used solely for recreational purposes, ceremonial occasions or for outdoor noncommercial preparation of food are allowed in Missouri. Fires shall include only vegetative woody materials or untreated wood products.

Required Open Burning Permits

The open burning of certain trade wastes, primarily untreated wood wastes such as pallets or crates, throughout the state, and vegetation from land clearing operations in the Springfield-Greene County area and the Kansas City and St. Louis Metropolitan areas, may be permitted only when it can be shown that open burning is the only feasible method of disposal and that disposal is in the public interest. In the St. Louis nonattainment area, permits will not be issued

unless it can be shown that emissions from open burning would be less than any other waste management or disposal method. The open burning permit requires the facility, in most cases, to use an air curtain destructor.

Commercial and municipal utility tree trimming operations must submit a request to the appropriate regional office for an annually renewable open burning permit. The request must describe the general size, condition and age of the tree trunks and tree limbs to be open burned. Air curtain destructors are generally required at dedicated sites where burning occurs.

Commercial and municipal utility tree trimming operations must submit an application for an open burning permit to the appropriate regional office or local agency.

The information provided in this fact sheet should not be construed to permit open burning that causes or constitutes a public health hazard, nuisance or a hazard to vehicular or air traffic or violates any other rule or statute.

Definitions

St. Louis metropolitan area: The geographical area comprising St. Louis, St. Charles, Jefferson and Franklin Counties and the city of St. Louis. These counties are also currently a nonattainment area for ground-level ozone.

Springfield-Greene County area: The geographical area contained within Greene County.

Kansas City metropolitan area: The geographical area comprising Jackson, Cass, Clay, Platte, Ray and Buchanan counties.

Outstate area: The geographical area comprising those counties not contained in the St. Louis metropolitan area, the Springfield-Greene County area or the Kansas City metropolitan area.

Air Curtain Destructor: An air pollution control device designed to increase burning efficiency, reducing air contaminant emissions during open burning.

Open Burning Permit: A permit that must be applied for and then granted in order to open burn or open burn with restrictions. Permit applications must be sent to the Regional Office or local agency that has jurisdiction over your area. Applications are available at www.dnr.mo.gov/forms or any regional or local agency office.

Untreated Wood: Lumber and other wooden materials that have not been chemically treated for resistance to moisture, fire, fungi, insects and other pests or has not otherwise been treated or manufactured with chemicals, or that does not contain adhesives or resins. Untreated wood does not include plywood, particleboard, chipboard or wood with other than minimal amounts of paint, coating or finish.

For More Information

Missouri Department of Natural Resources
Air Pollution Control Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-4817 office
(573) 751-2706 fax
www.dnr.mo.gov/env/apcp/index.html

Missouri Department of Natural Resources
Solid Waste Management Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-5401 office
(573) 526-3902 fax
www.dnr.mo.gov/env/swmp/index.html

APPENDIX C
LAND DISTURBANCE PERMIT

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CITY OF DUQUESNE
MORA17113, Jasper County
CITY OF DUQUESNE
1501 SOUTH DUQUESNE
JOPLIN, MO 64801

Please find your Missouri State Operating Pennit which authorizes land disturbance activities for CITY OF DUQUESNE. This pennit has been issued as requested and is based upon application then department.

Please note that prior to the beginning of land disturbance activities other permits may also be required. Especially note the requirements for a Missouri Department of Natural Resources 401 Water Quality Certification and the U.S. Anny Coips of Engineers 404 permit. A 401 Certification is needed when placing material, or fill, into the jurisdictional waters of the Unites States. Examples are culverts under road crossings, riprap along stream banks and storm water outfall pipes. The term jurisdictional waters refers to large lakes, rivers, streams and wetlands, including those that don't always contain water.

The pennitting and certification process is shared between the department and the U.S. Army Coips of Engineers. More details can be found at the US Army Coips of Engineer's Website at <http://www.usace.army.mil/>. Some of these activities are also described on page 2, item 3 of the permit.

This permit contains several requirements and should be thoroughly read and understood by you. If your permit requires environmental monitoring, copies of the necessary forms have been . In all future correspondence regarding your permit please reference your permit number as shown on page 1 of the permit.

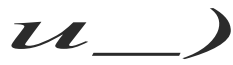
Please contact the Water Pollution Enforcement and Compliance Unit if you would like to schedule an Environmental Assistance Visit (EAV) at 573-751-1300. During the visit, staff will review the requirements of the pennit and answer any questions that you may have. Staff will also be available to walk the site to advise on Best Management Practices required by the permit. The department's regional office staff may also contact you to schedule an EAV.

If you were adversely affected by this decision, you may be entitled to an appeal before the Administrative Hearing Commission (AHC) pursuant to Sections 644.051.6 and 621.250, RSMo. To appeal, you must file a petition with the administrative hearing commission within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the administrative hearing commission. Contact infonation for the AHC is as follows: Administrative Hearing Commission, Third Floor, 131 West High Street, Jefferson City, MO 65101 (Mailing address: PO Box 1557, Jefferson City, MO 65102-1557), Phone: 573-751-2422, Fax: 573-751-5018, Website: www.oa.mo.gov/ahc.

Please be aware that this facility may also be subject to any applicable county or other local ordinances or restrictions.

Sincerely,

Water Protection Program

A stylized, handwritten signature in black ink, appearing to read 'u' followed by a horizontal line and a closing flourish.

Chris Wieberg
Director

CW

CITY OF DUQUESNE
MORA17113

ePermitting Certification and Signature Document

Missouri State Operating General Permit number MORA171 I3 was issued on 12-22-2020 based on information entered into the Missouri Department of Natural Resources' electronic Permitting (ePermitting) system. Missouri Regulation 10 CSR 20-6.010(2)(8) requires that all applications for construction and operating permits be signed.

CITY OF DUQUESNE, Jasper County
1501 SOUTH DUQUESNE
JOPLIN, MO 64801
Total Permitted Area: 3.58 Acres
Total Number of Permitted Features: 1

Based upon the selection you made on the 'New Permit' screen; it was indicated that a single polygon was drawn indicating the entire disturbance area.

Is any part of the area that is being disturbed in a jurisdictional water of the United States? If yes, you must also receive a Clean Water Act, Section 404 Permit for this site from the United States Army Corp of Engineers.
Yes

I understand there may be an established Local Authority Erosion Control Plan in the city or the unincorporated area of the county where land disturbance activities covered under this general permit will occur. (Note - you may want to contact your local authority to determine if there are any requirements).
Agreed

A Stormwater Pollution Prevention Plan (SWPPP) must be developed for this site. This plan must be developed in accordance with requirements and guidelines specified within the general permit for storm water discharges from land disturbance activities. The application will be considered incomplete if the SWPPP has not been developed.
Agreed

The above certifications were made electronically in the ePermitting system by:
Name: MELODY CUNDIFF
Date: 12/22/2020

I certify that I am familiar with the information contained in the application, that to the best of my knowledge and belief such information is true, complete and accurate, and being granted this permit, I agree to abide by the Missouri Clean Water Law and all rules, regulations, orders and decisions, and terms of this permit, subject to any legitimate appeal available to an applicant under the Missouri Clean Water Commission.
Agreed

MELODY CUNDIFF
Signature

12-22-2020
Date

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES

MISSOURI CLEAN WATER COMMISSION



MISSOURI STATE OPERATING PERMIT

General Operating Permit

In compliance with the Missouri Clean Water Law, (chapter 644 R.S. Mo as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress) as amended,

Permit No.: MORAI7113
Owner: CITY OF DUQUESNE
Address: 1501 SOUTH DUQUESNE
JOPLIN, MO 64801
Continuing Authority: CITY OF DUQUESNE
1501 SOUTH DUQUESNE
JOPLIN, MO 64801
Facility Name: CITY OF DUQUESNE
Facility Address: 1501 SOUTH DUQUESNE
JOPLIN, MO 64801
Legal Description: Sec. 08, T 27N, R 32W, Jasper County
UTM Coordinates: 370456.037 / 4104045.968
Receiving Stream: Tributary to Turkey Cr. (U)
First Classified Stream - ID#: IOOK Extent-RemainingStreams (C) 3960.00
USGS# and Sub Watershed#: 11070207 - 090 I

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein.

FACILITY DESCRIPTION

All Outfalls - Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, IOCSR 20-6.020, and IO CSR 20-1.020.

it.Mn/A

12-22-2020

Issue date

Edward B. Galbraith, Director, Division of Environmental Quality

CLcJ

02/07/2022

Expiration date

Chris Wieberg, Director, Water Protection Program

APPLICABILITY

1. This general pennit authorizes the discharge of stonnwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. This general permit also authorizes the discharge of stormwater and certain non-stormwater discharges from smaller projects where the Missouri Department of Natural Resources (Department) has exercised its discretion to require a permit [10 CSR 20-6.200 (l)(B)].

A Missouri State Operating Permit that specifically identifies the project must be issued before any site vegetation is removed or the site disturbed.

Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to pennit issuance from the Department is in violation of both State and Federal Laws.

The legal owner of the property or the holder of an easement on the property, and operator on which the site is located are responsible for compliance with this permit.

2. This pennit authorizes non-stormwater discharges from the following activities provided that these discharges are addressed in the permittee's specific Stormwater Pollution Prevention Plan (SWPPP) required by this general permit:
 - a. De-watering activities if there are no contaminants other than sediment present in the discharge, and the discharge is treated as specified in Requirements, Section C.8.m. of this permit;
 - b. Flushing water hydrants and potable water lines;
 - c. Water only (i.e., without detergents or additives) rinsing of streets and buildings; and
 - d. Site watering to establish vegetation.
3. This general permit does not authorize the placement of fill materials in flood plains, the obstruction of stream flow, directing stormwater across private property not owned or operated by the permittee, or changing the channel of a defined drainage course. This general pennit addresses only the quality of the stormwater runoff and the minimization of off-site migration of sediments and other water contaminants.
4. This permit does not authorize land disturbance activity in jurisdictional waters of the United States as defined by the U.S. Anny Corps of Engineers, unless the permittee has obtained the required Clean Water Act Section 404 permit from the U.S. Anny Corps of Engineers and its associated Section 401 Water Quality Certification from the department. Land disturbance activities may not begin in the affected waters of the United States until the required 404 permit and 40I certification have been obtained.
5. This general permit prohibits any discharge of wastewater generated from air pollution control equipment or the containment of scrubber water in lined ponds to waters of the state.
6. This general permit prohibits any discharge of sewage or pollutants to waters of the state including but not limited to:
 - a. Any hazardous material, oil, lubricant, solid waste or other non-naturally occurring substance from the site, including fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
 - b. Soaps or solvents used in vehicle and equipment washing;
 - c. Hazardous substances or petroleum products from an on-site spill or handling and disposal practices;

APPLICABILITY (continued)

- d. Wash and/or rinse waters from concrete mixing equipment including ready mix concrete trucks, unless managed by an appropriate control. Any such pollutants must be adequately treated and addressed in the SWPPP, and cannot be discharged to waters of the state;
 - e. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
 - f. Domestic wastewaters, including gray waters; or
 - g. Industrial stormwater runoff.
6. The Department reserves the right to revoke or deny coverage under this general permit to applicants for stormwater discharges from land disturbance activities at sites that have contaminated soils that will be disturbed by the land disturbance activity or where such materials are brought to the site to use as fill or borrow. A site-specific permit may be required to cover such activities.
 7. Discharges to waters of the state shall not cause violations of the Water Quality Standards 10 CSR 20-7.031, including both specific and general criteria. If at any time the Department determines that the quality of waters of the state may be better protected by requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may require any person to obtain a site-specific operating permit (10 CSR 20-6.010(13)(C)).

The Department may require the permittee to apply for and obtain a site-specific or different general permit if:

- a. The permittee is not in compliance with the conditions of this general permit;
- b. The discharge no longer qualifies for this general permit due to changed site conditions and/or regulations; or
- c. Information becomes available that indicates water quality standards have been or may be violated.

The permittee will be notified in writing of the requirement to apply for a site-specific permit or a different general permit. When a site-specific permit or different general permit is issued to the authorized permittee, the applicability of this general permit to the permittee is automatically terminated upon the effective date of the site specific or different general permit.

8. Any owner/operator authorized by a general permit may request to be excluded from the coverage of the general permit and apply for a site-specific permit (10 CSR 20-6.010(13) (D)).
9. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act, the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; or the Resource Conservation and Recovery Act. Determination of applicability to the above mentioned acts is the responsibility of the permittee.
10. This permit does not supersede any requirement for obtaining project approval under an established local authority.
11. This permit is not transferable to other owners or operators.

EXEMPTIONS FROM PERMIT REQUIREMENTS

1. Facilities that discharge all stormwater runoff directly to a combined sewer system are exempt from stormwater permit requirements.
2. Land disturbance activity as described in 10 CSR 20-6.200(1) (B) and 10 CSR 20-6.010(1) (B) where water quality standards are not exceeded.
3. Oil and gas related activities as listed in 40 C.F.R § 122.26(a) (2) (ii) where water quality standards are not exceeded.

REQUIREMENTS

1. This permit is to ensure the design, installation and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
 - a. Control stormwater volume and velocity within the site to minimize soil erosion;
 - b. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
 - c. Minimize the amount of soil exposed during construction activity;
 - d. Minimize the disturbance of steep slopes;
 - e. Minimize sediment discharges from the site. Design, install and maintain erosion and sediment controls that address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle size expected to be present on the site;
 - f. Provide and maintain natural buffers around surface waters as detailed in 8.f, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
 - g. Minimize soil compaction and, unless infeasible, preserve topsoil.
 - h. Capture or treat a 2-year, 24-hour storm event. A 2-year, 24-hour storm event shall be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at <http://hdsc.nws.noaa.gov/hdsc/pfds/>.
2. Installation of Best Management Practices (BMP) necessary to prevent soil erosion at the project boundary must be complete prior to the start of all phases of construction.
3. Install sediment controls along any perimeter areas of the site that will receive pollutant discharges.
 - a. Remove any sediment per the manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any perimeter control.
 - b. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
4. BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframe specified elsewhere in this permit, until final stabilization has been achieved.
5. Minimize sediment trackout from the site.
 - a. Restrict vehicle traffic to properly designed exit points.
 - b. Use appropriate stabilization techniques at all points that exit onto paved roads.
 - c. Remove any sediment that has been tracked out within the same business day or by the end of the next business day if trackout occurs on a non-business day.

6. The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants. The permittee shall fully implement the provisions of the SWPPP required under this part as a condition of this general permit throughout the term of the land disturbance project. **The SWPPP must be developed prior to issuance of the permit and must be specific to the land disturbance activities at the site.** A permit must be issued before any disturbance of root zone of the existing vegetation or other land disturbance activities may begin. Either an electronic copy or a paper copy of the SWPPP must be accessible to anyone on-site at all times when land disturbance operations are in progress, or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under the Records Section of this permit.
7. The SWPPP must:
 - a. List and describe all outfalls;
 - b. Incorporate required practices identified below;
 - c. Incorporate erosion control practices specific to site conditions;
 - d. Provide for maintenance and adherence to the plan;
 - e. Discuss whether or not a 404/401 Permit is required for the project; and
 - f. Name the person responsible for inspection, operation and maintenance of BMPs.

The purpose of the SWPPP is to ensure the design, implementation, management and maintenance of BMPs in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities; compliance with the Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site. The following manuals are acceptable resources for the selection of appropriate BMPs. *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at https://www3.epa.gov/npdes/pubs/industrial_swppp_guide.pdf; and

The latest version of *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri*, published by the Missouri Department of Natural Resources. This manual is available on the Department's internet site at: <http://www.dnr.mo.gov/env/wpp/wpcp-guide.htm>.

The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs should be described and justified in the SWPPP.

8. SWPPP Requirements: The following information and practices shall be provided for in the SWPPP:
 - a. Nature of the Construction Activity: The SWPPP briefly must describe the nature of the construction activity, including:
 - 1) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
 - 2) The intended sequence and timing of activities that disturb the soils at the site;
 - 3) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including off-site borrow and fill areas; and
 - 4) A general map (e.g., United States Geological Survey quadrangle map, a portion of a city of county map, or other map) with enough detail to identify the location of the construction site and waters of the State within one mile of the site.

- b. Site Map: The SWPPP must contain a legible site map showing the site boundaries and outfalls and identifying:
- 1) Direction(s) of stormwater flow and approximate slopes anticipated after grading activities;
 - 2) Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
 - 3) Location of major structural and non-structural BMPs identified in the SWPPP;
 - 4) Locations where stabilization practices are expected to occur;
 - 5) Locations of off-site material, waste, borrow or equipment storage areas;
 - 6) Locations of all waters of the state (including wetlands);
 - 7) Locations where stormwater discharges to a surface water; and
 - 8) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
- c. Site Description: In order to identify the site, the SWPPP shall include facility and outfall information. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.
- d. Selection of Temporary and Permanent BMPs: The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP.
- e. The SWPPP shall require existing vegetation and trees to be preserved where practical.
- f. For surface waters of the state, defined as "all waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common, located on or adjacent to the site, the permittee must:
- 1) Provide and maintain a 50-foot undisturbed natural buffer;
 - 2) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
 - 3) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
 - 4) Where you are retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
 - i. The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
 - ii. The edge of the stream or river bank, bluff, or cliff, whichever is applicable.
- g. Description of BMPs: The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.

The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:

- 1) Physical description of the BMP;
- 2) Site conditions that must be met for effective use of the BMP;
- 3) BMP installation/construction procedures, including typical drawings; and
- 4) Operation and maintenance procedures for the BMP.

REQUIREMENTS (continued)

The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:

- 1) Whether the BMP is temporary or permanent;
- 2) Where, in relation to other site features, the BMP is to be located;
- 3) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
- 4) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.

- h. Disturbed Areas: Slopes for disturbed areas must be defined in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP.

For soil disturbing activities that have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:

- 1) The permittee shall construct BMPs to establish interim stabilization; and
- 2) Stabilization must be initiated immediately and completed within 14 calendar days.

For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.

Allowances to the 14 day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP.

Interim stabilization shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. These BMPs may include a combination of sediment basins, check dams, sediment fences and mulch. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical) or if the slope is greater than 3% and greater than 150 feet in length, then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site.

If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed.

- i. Installation: The permittee shall ensure the BMPs are properly installed at the locations and relative times specified in the SWPPP. Peripheral or border BMPs to control runoff from disturbed areas shall be installed or marked for preservation before general site clearing is started. Note that this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit and access of the site, which may require that stonewater controls be installed immediately after the earth disturbance. For phased projects, BMPs shall be properly installed as necessary prior to construction activities. Stonewater discharges from disturbed areas which leave the site shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps and silt fences prior to leaving the land disturbance site. A drainage course change shall be clearly marked on a site map and described in the SWPPP.
- j. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time. The sedimentation basin shall be sized to treat a local 2-year, 24-hour storm. Accumulated sediment shall be removed from the basin when basin is 50% full. Utilize outlet structures that withdraw water from the surface when

REOUFIEMENTS (continued)

discharging from basins and impoundments unless infeasible. Discharges from the basin shall not cause scouring of the banks or bottom of the receiving stream. The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment delivery. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit. The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

- k. Pollution Prevention Measures: The SWPPP shall include BMPs for pollution prevention measures. At minimum such measures must be designed, installed, implemented and maintained to:
- 1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - 2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
 - 3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Included but not limited to the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
 - 4) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.
- l. Roadways: Where applicable, upon installation of or connection to roadways, all efforts should be made to prevent the deposition of earth and sediment onto roadways through the use of proper BMPs. Stormwater inlets susceptible to receiving sediment from the permitted land disturbance site shall have curb inlet protection. Where stormwater will flow off the end of where a roadway terminates, a sediment catching BMP such as gravel berm or silt fence shall be provided. Curb inlets shall be cleaned weekly or following a rainfall that generates a run-off.
- m. Dewatering: Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods. An estimation of the volume of water discharged from these dewatering activities shall be kept with the SWPPP after each discharge has ended along with the type and maximum capacity (e.g., flow rate) of equipment used. The SWPPP shall call for specific BMPs designed to treat water pumped from trenches and excavations and in no case shall this water be pumped off-site without being treated by the specified BMPs.
9. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state. Solid and hazardous waste management include providing trash containers and regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food containers and cups, and providing containers and proper disposal of waste paints, solvents and cleaning compounds. The provision of portable toilets for proper disposal of sanitary sewage and the storage of construction materials should be kept away from drainage courses and low areas.

REQUIREMENTS (continued)

10. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage and dispensers.
11. Hazardous wastes that are transported, stored, or used for maintenance, cleaning, or repair shall be managed according to the provisions of the Missouri Hazardous Waste Laws and Regulations.
12. All paint, solvents, petroleum products, petroleum waste products and storage containers such as drums, cans, or cartons shall be stored according to BMPs. The materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers. All containers shall be inspected for leaks or spillage during the inspection of BMPs.
13. Amending/Updating the SWPPP: The permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. The permittee shall amend the SWPPP at a minimum whenever the:
 - a. Design, operation, or maintenance of BMPs is changed;
 - b. Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
 - c. Permittee's inspections indicate deficiencies in the SWPPP or any BMP;
 - d. Department notifies the permittee in writing of deficiencies in the SWPPP;
 - e. SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or excessive sediment deposits in streams or lakes); and/or
 - f. Department determines violations of water quality standards may occur or have occurred.
14. An individual shall be designated by the permittee as the lead for environmental matters. The lead individual for environmental matters shall have a thorough and demonstrable knowledge of the site's SWPPP and sediment and erosion control practices in general. The lead individual for environmental matters or a designated inspector knowledgeable in erosion, sediment and stormwater control principles shall inspect all structures that function to prevent pollution of waters of the state.
15. Site Inspections Reports: The permittee (or a representative of the permittee) shall conduct regularly scheduled inspections. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site. For disturbed areas that have not been finally stabilized, all installed BMPs and other pollution control measures shall be inspected for proper installation, operation and maintenance. All stormwater outfalls shall be inspected for evidence of erosion or sediment deposition. When practicable the receiving stream shall also be inspected for 50 feet downstream of the outfall. Any structural or maintenance problems shall be noted in an inspection report and corrected as soon as possible but no more than seven calendar days after the inspection. All BMPs must be inspected in accordance to one of the two schedules listed below, and any changes to the frequency of inspections, including switching between the options listed below, must be documented in the SWPPP:
 - a. At least once every seven calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a non-work day and within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or
 - b. Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on your site, you must either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station.
 - 1) inspections are only required during the project's normal working hours.

REQUIREMENTS (continued)

- 2) You must conduct an inspection within 24 hours once a storm event has produced 0.25 inches within a 24 hour period, even if the storm event is still continuing.
- 3) If you have elected to inspect every 14 calendar days and there is a storm event at your site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, you are required to conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the end of the storm.

The SWPPP must explain how the person responsible for erosion control will be notified when stormwater runoff occurs. If weather conditions prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The documentation must be filed with the regular inspection reports. The permittee shall correct the problem as soon as weather conditions allow. Areas on-site that have been finally stabilized must be inspected at least once per month.

A log of each inspection and copy of the inspection report shall be kept readily accessible and must be available upon request by the Department. Electronic logs are acceptable as long as reports can be provided in a timely manner. If inspection reports are kept off-site, your SWPPP must indicate where they are stored. The inspection report shall be signed by the permittee or by the person performing the inspection if duly authorized to do so. The inspection report is to include the following minimum information:

- a. Inspector's name;
 - b. Date of inspection;
 - c. Observations relative to the effectiveness of the BMPs;
 - d. Actions taken or necessary to correct the observed problem; and
 - e. Listing of areas where land disturbance operations have permanently or temporarily stopped.
16. Notification to All Contractors: The permittee shall be responsible for notifying each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what action or precautions shall be taken while on-site to minimize the potential for erosion and the potential for damaging any BMP. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.
17. Public Notification: The permittee shall post a copy of the public notification sign described by the Department at the main entrance to the site. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the permit has been terminated.

OTHER DISCHARGES

1. Release of a hazardous substance must be reported to the department in accordance with 10 CSR 24-3.010. A record of each reportable spill shall be retained with the Stormwater Pollution Prevention Plan (SWPPP) and made available to the department upon request. The department may also require the submittal of a written or electronic report detailing measures taken to clean up the spill within five (5) days of the spill. Such a report must include the type of material spilled, volume, date of spill, date clean-up was completed, clean-up method, and final disposal method. If the spill occurs outside of normal business hours, or if the permit holder cannot reach regional office staff for any reason, the permit holder is instructed to report the spill to the department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. Leaving a message on a department staff member voice-mail does not satisfy this reporting requirement.

REQUIREMENTS (continued)

2. Removed substances: Where the pennittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a pennit application or inany report to the Department, it shall promptly submit such facts or information.

SAMPLING REQUIREMENTS AND EFFLUENT LIMITATIONS

The Department may require sampling and reporting as a result of illegal discharges, compliance issues, complaint investigations, or other such evidence of contamination from activities at the site. If such an action is needed, the Department will specify in writing anysampling requirements, including such information as location, extent and parameters.

RECORDS

1. The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis and all site inspection records required by this general permit. The records shall be accessible during nonnal business hours. The records shall be retained for a period of at least three years from the date of the Letter ofTennination.
2. The permittee shall provide a copy of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties.
3. The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.

LAND PURCHASE AND CHANGE OF OWNERSHIP

- I. Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)) require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
2. If the pennittee sells any portion of the pennitted site to a developer for commercial, industrial, or residential use, this land remains a part of the colmnon sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and therefore no longer under the original permit coverage.
3. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity.
4. If the entire tract is sold to a single entity, then this permit shall be terminated when the new owner obtains a new land disturbance permit for the site.
5. If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.

TERMINATION

1. This permit may be terminated when the project is stabilized. The project is considered to be stabilized when perennial vegetation, pavement, buildings, or structures using permanent materials cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation cover shall be at least 70% over 100% of the site. In order to terminate the permit, the permittee shall notify the Department by submitting Form H Request for Termination of a General Permit.
2. The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the "effective date" and the "expiration date" of the Master General Permit. The "issued date" along with the "expiration date" will appear on the State Operating Permit issued to the applicant. This permit does not continue administratively beyond the expiration date.
3. Due to the nature of the electronic permitting system, a period of 60 days will be granted at the discretion of the department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices during the discretionary period.

DUTY TO REAPPLY

If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically once made available by the director in accordance with Section 644.051.10, RSMo.

MODIFICATION, REVOCATION, AND REOPENING

1. If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by IO CSR 20-6.010(13) and 10 CSR 20-6.200(1) (B).
2. If this permit is reopened, modified or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the Department's reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.

STANDARD CONDITIONS

These Standard Conditions incorporate permit conditions as required by 40 CFR 122.41 or other applicable state statutes or regulations. These minimum conditions apply unless superseded by requirements specified in the permit.

1. Other Information
 - a. Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
2. Duty to Comply
 - a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

STANDARD CONDITIONS (continued)

3. Duty to Provide Information
 - a. The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.

4. Inspection and Entry
 - a. The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
 - i. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;
 - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - iii. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 - iv. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.

5. Signatory Requirement
 - a. All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
 - b. The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
 - c. The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.

Missouri Department of Natural Resources
Fact Sheet
MO-RA00000

The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States, and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Pennits (pennit) are issued by the Missouri Department of Natural Resources (department) under an approved program, operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Pennits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR124.8, and 10 CSR 20-6.020(I)(A)2., a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of an MSOP.

This Fact Sheet is for a:

- Major
- Minor
- Industrial Facility
- Variance
- Master General Permit
- Pennit with widespread public interest

Definitions

Common Promotional Plan: A plan undertaken by one (1) or more persons, to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

Immediately: For the purposes of this permit, immediately should be defined as within 24 hours.

Infeasible: Infeasible means not technologically possible, or not economically practicable and achievable in light of best industry practices.

Larger Common Plan of Development or sale: A contiguous area where multiple separate and distinct construction activities are occurring under one plan.

Ordinary High Water Mark: The line on the shore established by fluctuations of water and indicated by physical characteristicssuch as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation and/or the presence of litter and debris.

Peripheral: For the purposes of this pennit, peripheral should be defined as the outennost boundary of the area that will be disturbed.

Pennantly: For the purposes of this permit, permanently should be defined as any activity that has been ceased without any intentions of future disturbance.

Waters of the state: Section 644.0 I6.1(27) RSMo. defines waters of the state as, "All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common."

Part I - Facility Information

Facility Type: Industrial Stormwater
Facility Description: Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit establishes a SWPPP requirement to minimize pollutants of concern from this type of facility or for all facilities covered under this permit. 10 CSR 20-6.200(6)(A)7 specifies that "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated." Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of site-specific conditions.

While drafting this permit for renewal, the department hosted four public meetings held on January 27, February 24, April 18, and May 19, 2016, which allowed stakeholders to voice concerns about conditions within the permit and submit comments during the period of initial stakeholder involvement. These concerns were taken into consideration when drafting the permit. In addition to these meetings, the department also held an informal review period for stakeholders to review the draft prior to the 30 day public comment period.

Part II - Receiving Stream Information

APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

Please mark all appropriate designated waters of the state categories of the receiving stream.

- Missouri or Mississippi River [10 CSR 20-7.015(2)]
- Lakes or Reservoirs [10 CSR 20-7.015(3)]
- Losing Streams [10 CSR 20-7.015(4)]
- Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- Special Streams [10 CSR 20-7.015(6)]
- Subsurface Waters [10 CSR 20-7.015(7)]
- [g] All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1st classified receiving stream's beneficial water uses shall be maintained in accordance with 10 CSR 20-7.031(4). The BMP requirement established by this permit are intended to be protective of all streams that fall within the categories of receiving water bodies indicated above. A general permit does not take into consideration site-specific conditions.

Part III - Applicability

Condition number 8 was expanded to include a more comprehensive list of state and federal requirements that must be taken into consideration.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the United States Fish and Wildlife Service. For more information about requirements of the Endangered Species Act, please visit the following links:

1. To determine the potential for species of concern within or near a project, please visit the United States Fish and Wildlife Services' "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.
2. If there are listed species in the county or township, check to see if critical habitat has been designated and if that area overlaps or is near the project area. Critical habitat designations and associated requirements may also be found at 50 CFR Parts 17 and 226. For additional information, use the map view tool at <http://criticalhabitat.fws.gov/crithab/> to find data specific to your state and county.

The Missouri Department of Conservation's internet site for the Natural Heritage Review may be very helpful and can be found at the following link, <http://mdcgis.mdc.mo.gov/heritage/newheritage/heritage.htm>.

Part IV - Exemptions

Condition Number 2 was added to cite all state exemptions from permitting requirements, combining several previous cited exemptions into one condition and reference. This includes an exemption for linear construction where the entire disturbance, including clearing of land to access the linear disturbance, is less than two feet in width.

Condition Number 3 was added to cite federal regulations that exclude land disturbance projects as related to the installation or maintenance work for oil and gas related activities.

Part V - Rationale of Technology Based Limitations & Permit Conditions

303(d) LIST & TOTAL MAXIMUM DAILY LOAD (TMDL):

Section 303(d) of the Federal CWA requires that each state identify waters that are not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters that are impaired but not addressed by normal water pollution control programs.

ANTI-BACKSLIDING:

A provision in the Federal Regulations [CWA Section 303(d) (4); CWA Section 402(c); 40 CFR Part 122.44(1)] that requires a reissued permit to be as stringent as the previous permit with some exceptions.

- [8J] Applicable: Backsliding proposed in this permit conforms to the anti-backsliding provisions of Section 402(0) of the CWA and 40 CFR 122.44. The department has determined that technical mistakes were made in the previous permit [CWA 402(o)(2)(B)(ii)]. The Settleable Solids limitation was removed since it has been determined to not be adequate in protecting water quality in all areas of the state. Increased technology based best management practices will protect water quality at a similar if not more protective level.

ANTIDegradation:

Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [IO CSR 20-7.031(3)(C)]. Antidegradation policies are adopted to minimize adverse effects on water. The department has determined that the best avenue forward for implementing the Antidegradation requirements into general permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all Best Management Practices (BMPs) that are reasonable and effective, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit, which undergoes expansion or discharges a new pollutant of concern, must update their SWPPP and select new BMPs that are reasonable and cost effective. New facilities seeking coverage under this permit are required to develop a SWPPP that includes this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to assure that the selected BMPs continue to be appropriate.

[g] Applicable: The main pollutant of concern in this permit is sediment. Compliance with the technology based limitations established in this permit for the protection of General Criteria, along with the evaluation and implementation of BMPs as documented in the SWPPP, meets the requirements of Missouri's Antidegradation Review [IO CSR 20-7.031(3), 10 CSR 20-7.031 Table A, and IO CSR 20-7.015(9)(A)5].

STORMWATER POLLUTION PREVENTION PLAN (SWPPP):

In accordance with 40 CFR 122.44(3)(k) Best Management Practices (BMPs), BMPs are implemented to control or abate the discharge of pollutants when: (1) Authorized under Section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; (2) Authorized under Section 402(p) of the CWA for the control of stormwater discharges; (3) Numeric effluent limitations are infeasible; or (4) The practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA.

In accordance with Developing Your Stormwater Pollution Prevention Plan, a Guide for Construction Sites (EPA 833-R-06-004; https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf) published by the United States Environmental Protection Agency (EPA) in May 2007, BMPs are measures or practices used to reduce the amount of pollution entering waters of the state. BMPs may take the form of a process, activity, or physical structure. EPA developed resources and tools related to construction stormwater along with the BMPs to control and minimize stormwater (<https://www.epa.gov/npdes/stormwater-discharges-construction-activities#resources>). Along with EPA's resources and tools, the International Stormwater BMP database (www.bmpdatabase.org/index.htm) may provide guidance on BMPs appropriate for specific industries.

Additionally in accordance with Stormwater Management, a SWPPP is a series of steps and activities to (1) identify sources of pollution or contamination, and (2) select and carry out actions which prevent or control the pollution of stormwater discharges.

[g] Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the department with jurisdiction, incorporate erosion control practices specific to site conditions, and provide for maintenance and adherence to the plan.

The new permit has been revised to allow permittees to store SWPPP documents electronically as long as they can be provided in an expedient manner.

WATER QUALITY STANDARDS:

Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

General Criteria. The following water quality criteria shall be applicable to all waters of the state at all times. No water contaminant, by itself or in combination with other substances, shall prevent the waters of the state from meeting the following conditions:

- (1) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits, or prevent full maintenance of beneficial uses;
- (2) Waters shall be free from oil, scum, and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses;
- (3) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor, or prevent full maintenance of beneficial uses;
- (4) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal, or aquatic life;
- (5) There shall be no significant human health hazard from incidental contact with the water;
- (6) There shall be no acute toxicity to livestock or wildlife watering;
- (7) Waters shall be free from physical, chemical, or hydrologic changes that would impair the natural biological community;
- (8) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment, and solid waste as defined in Missouri Solid Waste Law, Section 260.200, RSMo, except as the use of such materials is specifically permitted pursuant to Section 260.200-260.247, RSMo.

The settleable solids requirement was removed from this permit and was replaced with additional, more specific, BMP requirements. The settleable solids limit was determined not to be protective of all waters across the state, therefore, it was removed.

Additional BMPs added to the permit will provide for more consistency across the state. Examples of these BMPs include requirements to:

- Install and maintain perimeter controls along areas of the site that will receive pollutant discharges;
- Minimize sediment trackout from the site;
- Capture or treat runoff up to and including a 2-year, 24-hour storm event; and
- Direct stormwater to vegetated areas.

The minimum buffer width was increased from 25 feet to 50 feet. Studies have shown that a 50 foot vegetative buffer more adequately treats sediment from stormwater discharges. This appears to be standard in EPA's permit as well as in many other states.

In order to design controls that match the sediment removal efficiency of a 50-foot buffer, first you must know what this efficiency is for your site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of sediment controls used to reduce the discharge of sediment prior to the buffer.

Sediment removal efficiencies are based on the U.S. Department of Agriculture's RUSLE2 (Revised Universal Soil Loss Equation 2) model for slope profiles using a 100-foot long exposed slopes.

Sediment removal is defined as the annual sediment delivered at the downstream end of the 50-foot natural buffer (tons/yr/acre) divided by the annual yield from cleared area (tons/yr/acre).

Sediment removal is in part a function of (1) a perimeter control (i.e., silt fence) located between the disturbed portion of the site and the upland edge of the natural buffer and (2) stormwater flows traveling through a 50-foot buffer of undisturbed natural vegetation.

Additional guidance may be found at https://www.epa.gov/sites/production/files/2015-10/documents/cgp2012_appendixg.pdf.

Inspection frequencies: Site inspection frequencies have been changed from the previous permit based upon guidance from the US EPA and from stakeholder discussions. These frequencies will allow flexibility but will still allow for frequent enough inspections to ensure that all BMPs are adequately functioning.

Part VI - Effluent Limitations Determination

In this general permit, Technology-Based Effluent Limitations are established through the SWPPP and BMP requirements. Effective BMPs may have to be designed on a site-specific basis. The concurrent implementation of monitoring and benchmarks provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality.

Part VII - Land Purchase and Change of Ownership

A "larger common plan of development or sale" is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan. This term is used in conjunction with common promotional plan, as defined in §644, RSMo.

Any portion of a project that is sold to a developer is still considered part of a larger common plan of development or sale and will require a permit.

If a portion of a site is sold to an individual for the purpose of building his or her private residence:

- A permit is required if the portion of land sold is equal to or greater than one acre.
- A permit is not required if the portion of land sold is less than one acre.

Part VIII - Termination

The word 'plant density' was removed from the first paragraph since the department determined that percent of vegetative cover more accurately describes the vegetative requirements of this permit. This decision was made after discussion within the department and with stakeholders.

It is preferable that temporary BMPs such as sediment fence be removed prior to permit termination to eliminate potential solid waste issues that may occur as a result of unnecessary and unmaintained BMPs.

Part IX - Duty to Reapply

This section has been revised to reflect the current applicable statutes which require applicants to submit an application for coverage electronically as soon as they are made available by the director. The determination was made that facilities do not need to submit an application 30 days prior to expiration because this permit does not administratively continue. Additionally, due to limitations within the electronic system currently used to issue permits, the department will use its discretion to allow existing permit holders a period of 60 days to reapply after the new version of the permit is effective. The department will announce the availability status of the new permit and the process to reapply at least 30 days prior to the expiration of the existing permit.

Part X - Standard Conditions

This section was revised to only include the specific standard conditions that apply to this permit. All other conditions have been removed.

Part XI-Administrative Requirements

On the basis of preliminary staff review and applicable standards and regulations, the department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

PUBLIC NOTICE:

The department shall give public notice that a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. •The Public Notice page gives direction on how and where to submit appropriate comments.

cgj The Public Notice period seeking comments on this permit occurred from September 2, 2016 to October 3, 2016.

DATE OF FACT SHEET: 8/23/2016; REVISED 11/30/2016

COMPLETED BY:

CHRISTOPHER MILLER
ENVIRONMENTALSPECIALIST
MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM
OPERATING PERMITS SECTION
(573) 526-3337
christopher.miller@dnr.mo.gov

MoDNR Geographic Information System Editor



Legend

- 0 Land Disturbance Point
- C-J Land Disturbance Area
- D 12 Digit Watershed Boundaries
- Impaired Streams - 303(d)
- j Impaired Lakes - 303(d)
- !!!!!! Stream Classifications and Use Designations
- C:: Lake Classifications and Use Designations
- D Public Land Survey System
- Interstates and U.S. highways
- State numbered routes
- State lettered routes
- ramps
- Major roads
- Minor roads
- Railroads
- County Boundaries
- D Lake or Pond
- Lake or Pond / Intermittent
- D Lake or Pond / Perennial
- Reservoir
- [:] Swamp or Marsh
- Other; Artificial Path
- - - Canal or Ditch
- Stream or River
- - - Stream or River / Intermittent
- Stream or River / Perennial
- - - Municipalities Boundary
- Municipalities Fill



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Printed: December 22, 2020

Disclaimer: Although this map has been compiled by the Missouri Department of Natural Resources, no warranty, expressed or implied, is made by the department as to the accuracy of the data and related materials. The act of distribution shall not constitute any such warranty, and no responsibility is assumed by the department in the use of these data or related materials.

Missouri
Department of
Natural Resources

STORMWATER DISCHARGES
FROM THIS LAND DISTURBANCE
SITE ARE AUTHORIZED BY THE
MISSOURI STATE OPERATING
PERMIT NUMBER:

ANYONE WITH QUESTIONS OR
CONCERNS ABOUT
STORMWATER DISCHARGES
FROM THIS SITE, PLEASE
CONTACT THE MISSOURI
DEPARTMENT OF NATURAL
RESOURCES AT

1-800-361-4827

61 Missouri DEPARTMENT OF NATURAL RESOURCES

Division of Environmental Quality Regional Offices

Kansas City Area

@ Kansas City Regional Office
 500 NE Colbern Rd.
 Lee's Summit, MO 64086-4710
 816-251-0700 FAX: 816-622-7044

St. Louis Area

Ⓡ St. Louis Regional Office
 7545 S. Lindbergh, Ste 210
 St. Louis, MO 63125
 314-416-2960 FAX: 314-416-2970

Northeast Area

Ⓡ Northeast Regional Office
 1709 Prospect Drive
 Macon, MO 63552-2602
 660-385-8000 FAX: 660-385-8090

Southwest Area

@ Southwest Regional Office
 2040 W. Woodland
 Springfield, MO 65807-5912
 417-891-4300 FAX: 417-891-4399

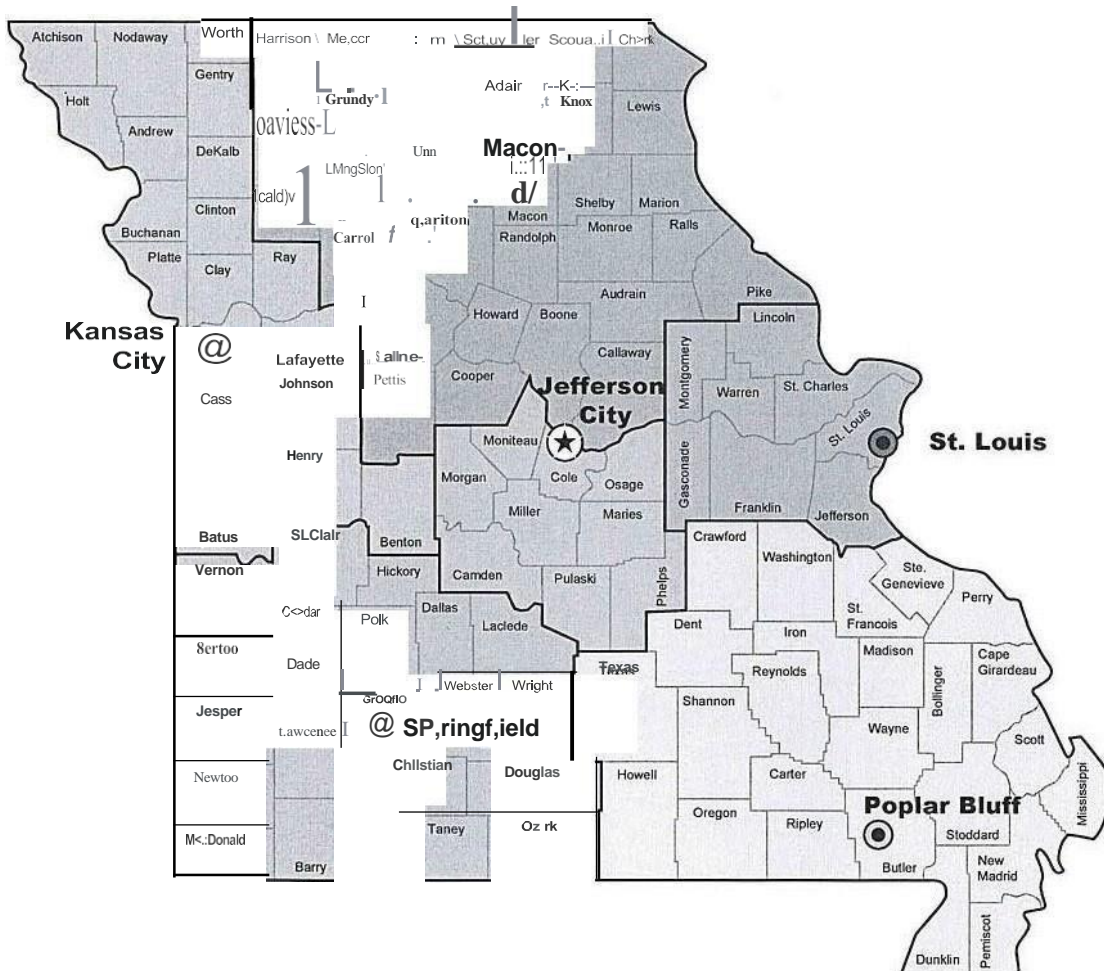
Southeast Area

@ Southeast Regional Office
 2155 North Westwood Blvd.
 Poplar Bluff, MO 63901
 573-840-9750 FAX: 573-840-9754

Central Area

@ Department Central Offices
 P.O. Box 176
 Jefferson City, MO 65102-0176
 573-751-3443

 Central Field Operations
 P.O. Box 176
 Jefferson City, MO 65102-0176
 573-522-3322 FAX: 573-522-3522



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APPENDIX D
DRAWINGS/LOCATION MAP

SEE SWPPP APPENDICES FOR ADDITIONAL INFORMATION AND REQUIRED INSPECTION AND REPORTING FORMS.

THE CONTRACTOR SHALL NAME AN INDIVIDUAL AS THE SITE ENVIRONMENTAL MANAGER RESPONSIBLE FOR ALL STORM WATER AND ENVIRONMENTAL ISSUES AT THE SITE DURING THE CONSTRUCTION OF THE PROJECT.

THE DESIGNATED ENVIRONMENTAL MANAGER FOR THE SITE IS:

THE CONTRACTOR SHALL PHYSICALLY MARK IN THE FIELD THE LOCATION OF THE OUTFALLS AND INDICATE

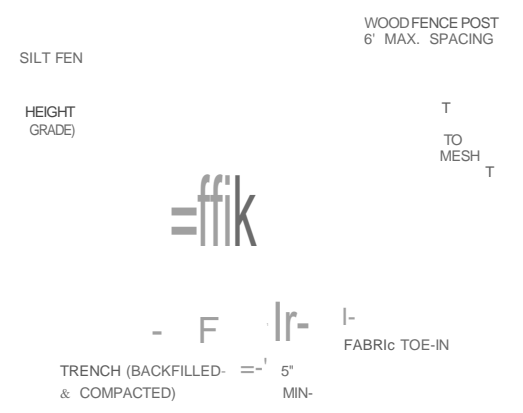
THE OUTFALL NUMBER, AS SHOWN ON THE SWPPP PLAN.

THE CONTRACTOR SHALL PENCIL IN AND KEEP CURRENT, ANY UPDATE AS NEEDED, ANY AND ALL ADDITIONS OR CHANGES TO THE STORM WATER POLLUTION PREVENTION PLAN ON THIS DRAWING, INCLUDING, BUT NOT LIMITED TO, THE LOCATION OF THE FOLLOWING ITEMS, IF APPLICABLE:

- CONSTRUCTION OFFICE
- PORTABLE TOILET(S)
- SOLID WASTE CONTAINER(S)
- FUEL STORAGE AREA
- MATERIAL STORAGE AREA(S)
- CHEMICAL STORAGE AREA(S)
- EQUIPMENT STORAGE AREA(S)
- TOR SOIL STOCKPILE AREAS
- ANY AND ALL ADDITIONAL ITEMS

THE CONTRACTOR SHALL MAINTAIN A COPY OF THE MDNR ISSUED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT, A CURRENT SIGNED AND CERTIFIED

COPY OF THE SWPPP, AND COPIES OF ALL COMPLETED INSPECTION AND MAINTENANCE FORMS AT THE CONSTRUCTION SITE AT ALL TIMES, AS REQUIRED. THE ISSUED STORM WATER DISCHARGE PERMIT AND THE SWPPP MUST BE AVAILABLE FOR REVIEW BY ANY AND ALL LOCAL, STATE, OR FEDERAL AUTHORIZED REGULATORY AGENCY REPRESENTATIVE UPON REQUEST.



FILTER FABRIC SILT FENCE
N.T.S.

NOTES:

- SILT FENCE SHALL BE SECURELY FASTENED TO EACH WOOD SUPPORT POST OR TO WOVEN WIRE. THERE SHALL BE A 6 INCH DOUBLE OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
- INSPECTION SHALL BE MADE AT LEAST WEEKLY, BEFORE A KNOWN MAJOR STORM EVENT, AND AFTER EACH 0.5" RAINFALL EVENT. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- ACCUMULATED SILT SHALL BE REMOVED FROM THE UPPER SIDE OF SILT FENCE WHEN IT REACHES A DEPTH OF 8 INCHES. THE SILT SHALL BE DISPOSED ON SITE (OR AT AN APPROVED SITE) AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
- FILTER FABRIC SILT FENCE SHALL BE ENHANCED WITH STRAW BALES IF SITE CONDITIONS INDICATE THE NEED FOR ADDITIONAL FILTRATION OF RUNOFF.

NOTES:
HOOKS SHOWN LARGER FOR CLARITY.

INSTALL AS NEEDED ON SLOPES WHERE SILT FENCE IS INSTALLED PARALLEL TO SLOPE.

NOTE:
FILTER FABRIC SILT FENCE/HOOKS AND STRAW BALE BARRIER LOCATIONS ARE

COMPOST FILTER SOCK

COMPOST FILTER SOCK DITCH CHECK
N.T.S.

CONSTRUCTION PLACEMENT MAY NEED ADJUSTED ACCORDING TO SITE SPECIFIC TERRAIN CONDITIONS.

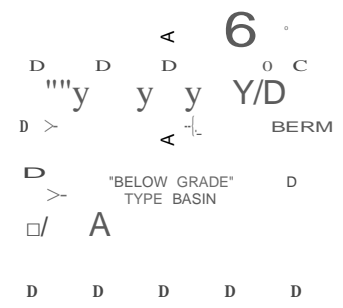
LATHE & FLAGGING ON 3 SIDES 10 MIL PLASTIC LINING / SANDBAG

- THE WASHOUT BASIN(S) SHALL BE CONSTRUCTED BEFORE THE ACTIVE BUILDING PHASE.
- THE WASHOUT BASIN(S) WILL BE INSPECTED DAILY TO ENSURE

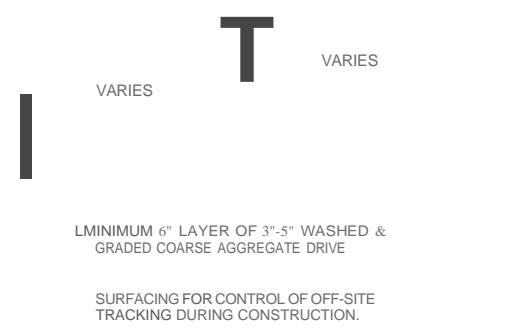
THAT ALL CONCRETE WASHING IS BEING DISCHARGED INTO THE WASHOUT BASIN(S). NO LEAKS OR TEARS ARE PRESENT, AND TO IDENTIFY WHEN CONCRETE WASTES NEED TO BE REMOVED. THE WASHOUT BASIN(S) WILL BE CLEANED OUT ONCE THE BASIN IS FILLED TO 75% OF THE HOLDING CAPACITY. ONCE THE

BASIN'S HOLDING CAPACITY HAS BEEN REACHED THE CONCRETE WASTES WILL BE ALLOWED TO HARDEN, THE

CONCRETE WILL BE BROKEN UP, REMOVED, AND TAKEN TO AN APPROPRIATE LANDFILL FOR DISPOSAL. THE PLASTIC SHEETING WILL BE REPLACED IF TEARS OCCUR DURING REMOVAL OF CONCRETE WASTES FROM THE WASHOUT BASIN(S).



TYPICAL CONCRETE WASHOUT BASIN DETAIL
N.T.S.



TYPICAL SECTION THRU CONSTRUCTION ENTRANCE
N.T.S.

NOTES:

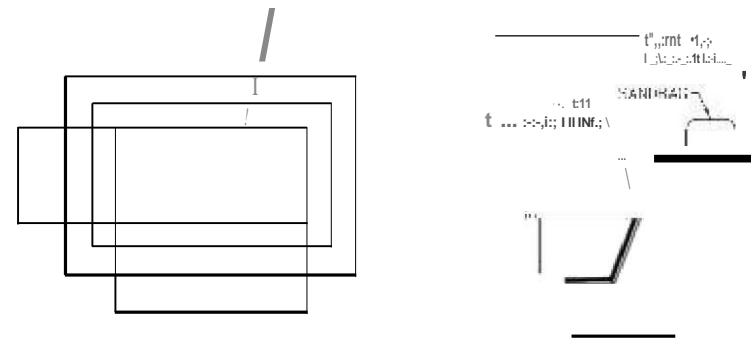
- WHEN NECESSARY, EQUIPMENT/VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE PUBLIC STREET OR ROAD AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
- THE SITE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL

PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS MAY REQUIRE. ALL SEDIMENT SPILLED, DROPPED, WASHED AWAY OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED AS

SOON AS POSSIBLE.

NOTES:

- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE FILTER SOCK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
- OVERLAP ENDS OF SOCK PER MANUFACTURERS RECOMMENDATIONS. (1' MIN. 3' MAX.)
- USE 8" DIA. SOCK ON CURBSIDE IN TRAFFIC AREAS.
- USE 12" DIA. SOCK IN NON-TRAFFIC AREAS OR AREAS WHERE SAFETY IS NOT A CONCERN.
- SOCK SHALL BE PHOTODEGRADABLE AND SHALL BE FILLED WITH COARSE COMPOST.



FILTER FABRIC
SILT FENCE HOOK

DETAIL
N.T.S.

THE CONTRACTOR SHALL PROVIDE ANY
ADDITIONAL EROSION OR POLLUTION
CONTROL DEVICES AS REQUIRED DURING
THE CONSTRUCTION PHASE IN ORDER TO
COMPLY WITH STORM WATER DISCHARGE
REGULATIONS OF THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY AND
ALL OTHER AGENCIES HAVING JURISDICTION.

ALTERNATE 1 (STAKING)
N.T.S.

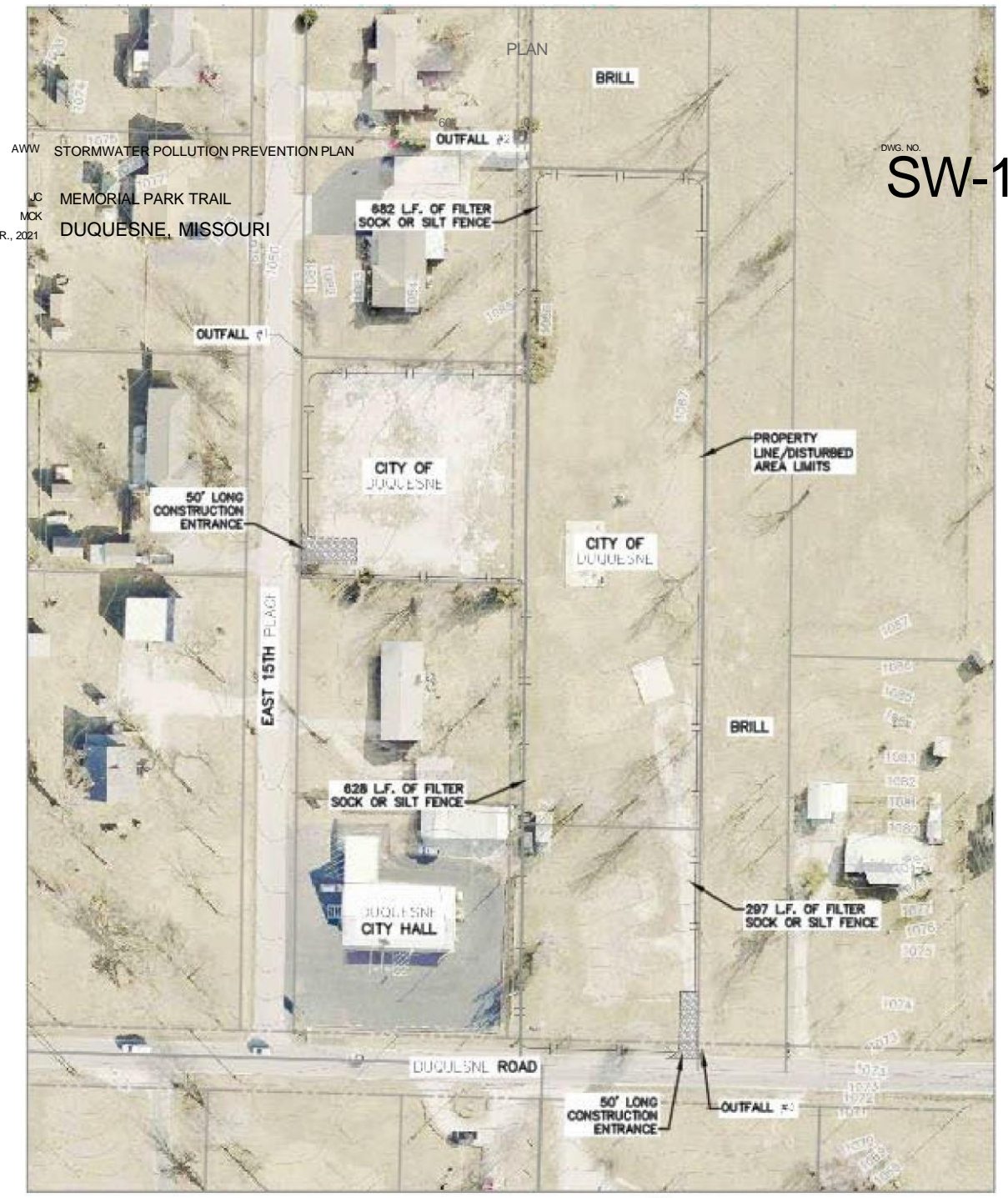
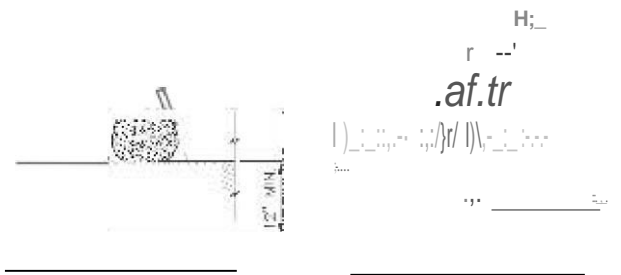
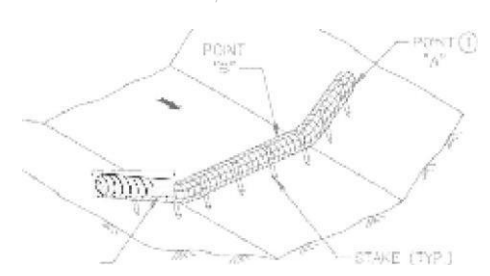
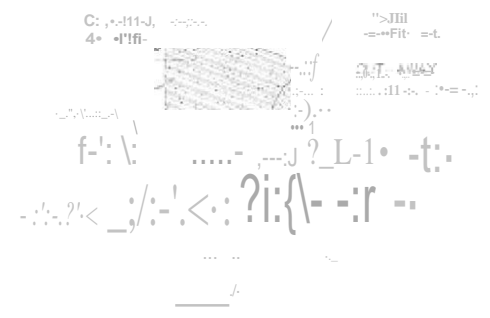
ALTERNATE 2 (STAKING)
N.T.S.

COMPOST FILTER SOCK
N.T.S.

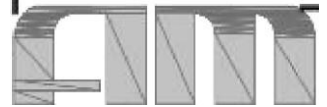


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AND IS THE PROPERTY OF ALLGEIER, MARTIN
AND ASSOCIATES, INC. THIS DOCUMENT SHALL
NOT BE USED ON OTHER PROJECTS
WITHOUT THE WRITTEN CONSENT OF
ALLGEIER, MARTIN AND ASSOCIATES, INC.
STATE OF MISSOURI
MISSOURI NO. 000427

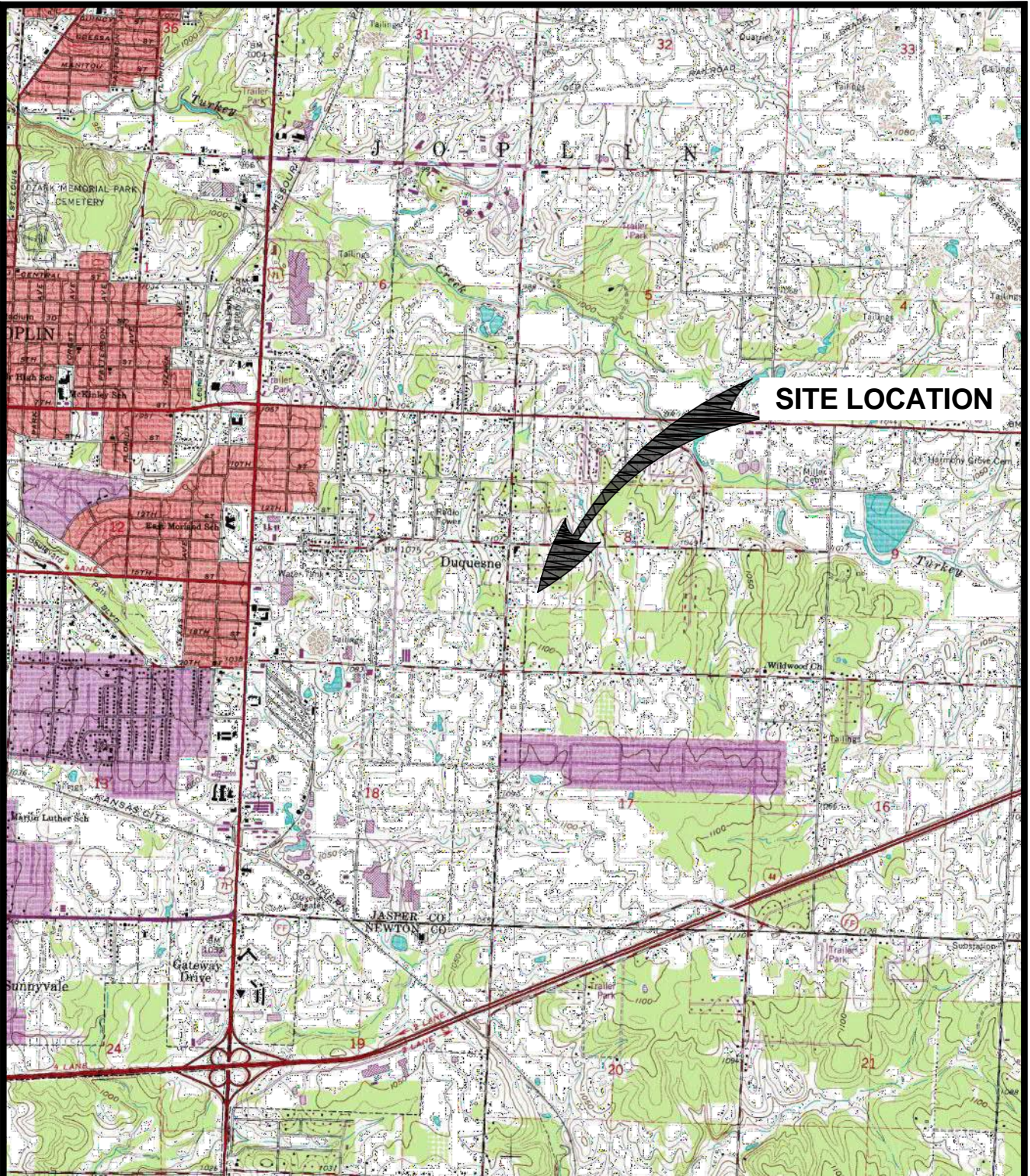
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DATE: MAR., 2021



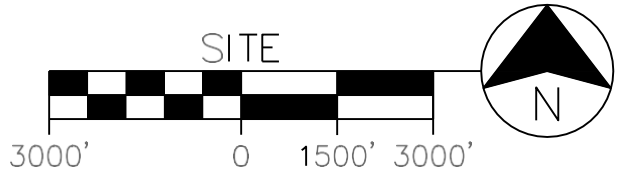
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SW-1



ALLGEIER, MARTIN and ASSOCIATES
CONSULTING ENGINEERS and SURVEYORS
124th STREET JOPLIN, MISSOURI 64804 (417) 681-1111



SITE LOCATION



SITE MAP
DUQUESNE, MISSOURI

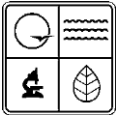
CITY OF DUQUESNE
MARCH 5, 2021



ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

APPENDIX E

NOTICE OF TERMINATION (NOT) FORM H



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, WATER POLLUTION BRANCH
(SEE MAP FOR APPROPRIATE REGIONAL OFFICE)
FORM H – REQUEST FOR TERMINATION OF A GENERAL PERMIT

UNDER MISSOURI CLEAN WATER LAW			
1.00 TYPE OF GENERAL PERMIT REQUESTED TO BE TERMINATED			
1.10 PERMIT NUMBER MO -			
2.00 FACILITY			
NAME		COUNTY	
ADDRESS	CITY	STATE	ZIP CODE
3.00 OWNER			
NAME		E-MAIL	PHONE
			FAX
ADDRESS	CITY	STATE	ZIP CODE
4.00 CONTINUING AUTHORITY			
NAME		PHONE	
		FAX	
ADDRESS	CITY	STATE	ZIP CODE
5.00 REASON FOR TERMINATION REQUEST: (CHECK ONE)			
<input type="checkbox"/> For land disturbance sites, area is stabilized by seeding, mulching, sodding, paving, or other means, no further land disturbance activities are planned, all building construction (commercial or residential) is completed, and construction equipment removed.			
<input type="checkbox"/> For industrial facilities, site activities have ceased and site closed and no significant materials remain exposed to storm water.			
<input type="checkbox"/> For any type of site, a site specific permit was obtained.			
<input type="checkbox"/> Other reason (specify) _____			
6.00 I CERTIFY THAT I AM FAMILIAR WITH THE INFORMATION CONTAINED IN THE TERMINATION REQUEST, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF SUCH INFORMATION IS TRUE, COMPLETE AND ACCURATE.			
NAME AND OFFICIAL TITLE (TYPE OR PRINT)		TELEPHONE NO.	
		(AREA CODE)	
SIGNATURE		DATE SIGNED	

2'-0" 5' TRAIL (BASE BID)
(8' BID ALTERNATE)

EAST 15TH PLACE

;- ytl

THICK CONCRETE
(MICRO FIBER REINFORCED)
TYPE 1

CONCRETE AND BASE ROCK SHALL BE IN ACCORDANCE WITH SECTION 500 OF THE DUQUESNE STANDARD SPECIFICATIONS.

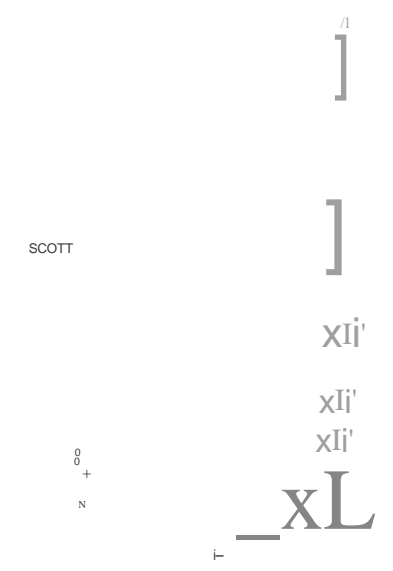
AGGREGATE BASE
TYPICAL TRAIL SECTION
NTS

*I \ *

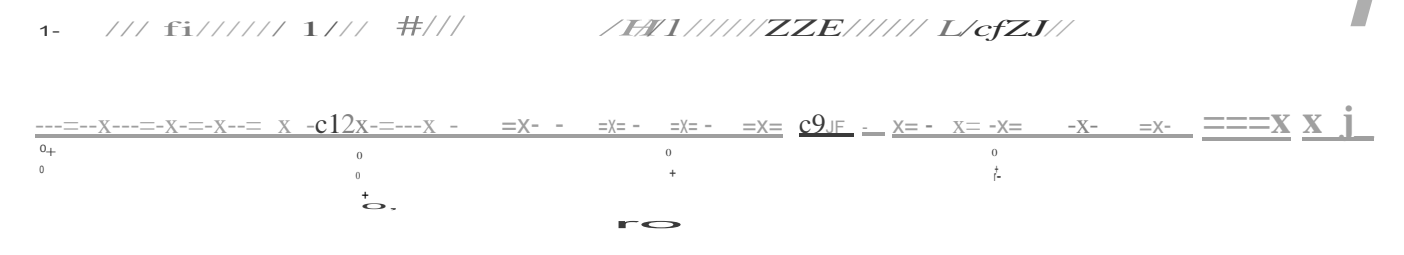
CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD DIRECTION	START POINT	END POINT
C1	10	13.45	077°03'00.20"	12.46	N52° 06' 06.28"E	N 330209.66 E 2800669.34 STA 0+32.04	N 330217.31 E 2800679.1' STA 0+45.49
C2	10	12.47	071°25'38.23"	11.67	N54° 54' 47.27"E	N 330216.76 E 2800729.23 STA 0+95.55	N 330223.47 T
C3	20	24.93	071°25' 42.35"	23.35	N54° 54' 49.33"E	N 330237.97 E 2800743.83 STA 1+23.36	N 330251.39 E 2800762.9 STA 1+48.39
C4	30	11.78	022°29'24.35"	11.70	S78° 07' 37.32"E	N 330249.55 E 2800930.63 STA 3+16.00	N 330247.14' E 2800942.9 STA 3+27.7
C5	50	23.82	027°17'55.35"	23.60	S60° 31' 52.82"E	N 330227.84 E 2800987.30 STA 3+ 76.95	N 330223.9 E 2801010.58 STA 4+00.77
C6	30	50.95	097°18'56.80"	45.05	S45° 31' 22.20"E	N 330232.65 E 2801129.56 STA 5+20.07	N 330201.09 E 2801161.71 STA 5+71.01
C7	20	32.94	094°21'50.01"	29.34	S50° 19' 01.20"W	N 330154.78 E 2801159.17 STA 6+17.41	N 330136.0 E 2801136. 9 STA 6+50.3p
C8	100	23.23	013°18'35.09"	23.18	N89° 09' 21.34"W	N 330141.12 E 2801098.08 STA 6+89.19	N 330141.46 E 2801074. 0 STA 7+12.4
C9	100	19.92	011°24'39.70"	19.88	S89° 53' 40.97"W	N 330137.68 E 2801037.78 STA 7+49.73	N 330137.1 E 2801017. 0 STA 7+69. 5
C10	75	20.87	015°56'27.61"	20.80	S87° 37' 47.01"W	N 330143.33 E 2800959.87 STA 8+27.95	N 330142.47 E 2800939.9 STA 8+48. 2
C11	200	68.63	019°39' 43.71"	68.30	S89° 29' 25.06"W	N 330139.61 E 2800923.38 STA 8+64.79	N 330139. 0 E 2800855 08 STA 9+33. 2
C12	100	18.14	010°23' 42.77"	18.12	N85° 52' 34.47"W	N 330142.49 E 2800833.81 STA 9+54.98	N 330143.79 E 2800815.74 STA 9+73)3
	30	54.79	104°39'02. 04"	47.49	N38° 44' 54.84"W	N 330141.47 E 2800691.54 STA 10+97.35	196; 12 STA 11+54.14

WATERS OF THE STATE DUE TO CONSTRUCTION RELATED POLLUTANTS (SILT, DEBRIS, AND



CITY OF DUQUESNE



- DURING ALL CONSTRUCTION ACTIVITIES, CARE SHALL BE TAKEN TO PREVENT DAMAGE TO ADJACENT STRUCTURES, BURIED PIPING & UTILITIES. REPAIR OF ALL STRUCTURES, PIPING &/OR UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE AT THE CONTRACTORS EXPENSE & TO THEIR ORIGINAL CONDITION.
- ALL ACCEPTANCE TESTING AND INSPECTIONS SHALL BE CONDUCTED BY THE OWNER OR THE OWNER'S REPRESENTATIVE. THE OWNER RESERVES THE RIGHT TO SAMPLE MATERIALS AND TEST WHEN DEEMED NECESSARY.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT CITY OF DUQUESNE STANDARD CONSTRUCTION SPECIFICATIONS. CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH THE CITY OF DUQUESNE AND OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION.
- ALL AREAS THAT ARE NOT PAVED SHALL BE HYDROSEEDDED.
- OPENING BURNING WILL NOT BE ALLOWED ON SITE.
- CONTRACTOR SHALL EXERCISE CAUTION TO GUARD AGAINST THE DEGRADATION OF THE PETROLEUM PRODUCTS).
- LOCATE EXISTING PROPERTY BOUNDARIES PRIOR TO CONSTRUCTION.
- EXISTING CONTOURS ARE FOR REFERENCE ONLY. CONTOURS SHOWN ARE FROM CITY OF JOPLIN LIDAR DATA.
- REFER TO SHEET SW-1 IN THE STORMWATER POLLUTION PREVENTION PLAN FOR EROSION CONTROL MEASURES.

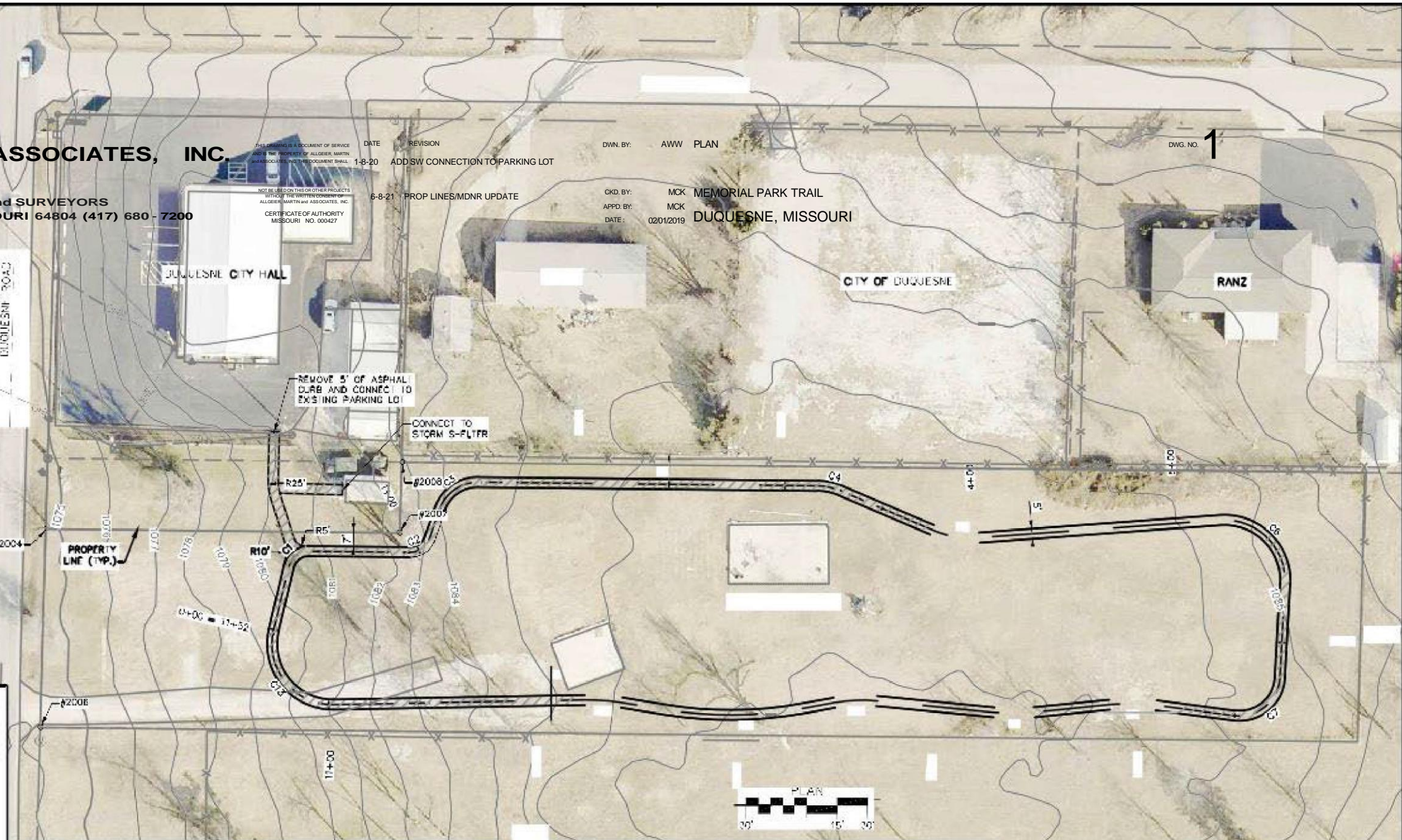
ALLGEIER, MARTIN and ASSOCIATES, INC.

CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680-7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN AND ASSOCIATES, INC. DATE: 1-8-20 REVISION: ADD SW CONNECTION TO PARKING LOT
NOT BE LOANED TO OR USED FOR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN AND ASSOCIATES, INC. DATE: 6-8-21 REVISION: PROP LINES/MDNR UPDATE
CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DWN. BY: AWW PLAN
CKD. BY: MCK MEMORIAL PARK TRAIL
APPD. BY: MCK
DATE: 02/01/2019 DUQUESNE, MISSOURI

DWG. NO. 1



GENERAL NOTES:
1. MINOR ADJUSTMENTS TO TRAIL ALIGNMENT MAY BE EXPECTED. STAKED ALIGNMENT SHALL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. AVOID DAMAGE TO EXISTING TREES.

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CURB ELEVATIONS				
CONTROL	DESCRIPTION	ELEVATION	NORTHING	EASTING
2004	5/8" IP & GAP	1074.79	330326.25	2800549.08
2006	5/8" IP & GAP	1074.20	330300.22	2800546.46
2007	5/8" IP & GAP	1062.35	330226.31	2800724.13
2008	5/8" IP & GAP	1063.02	330261.50	2800725.00

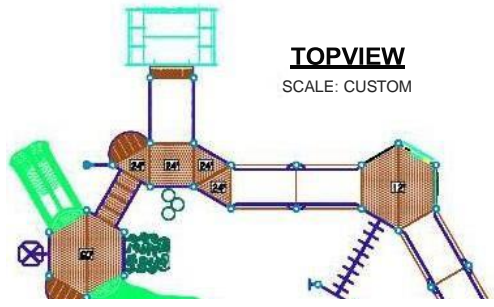
CIVIL ENGINEER: MICHAEL KEATON
LICENSE NO. PE-201301800



REAR VIEW
SCALE: CUSTOM



TOPVIEW
SCALE: CUSTOM



FRONT VIEW
SCALE: CUSTOM

