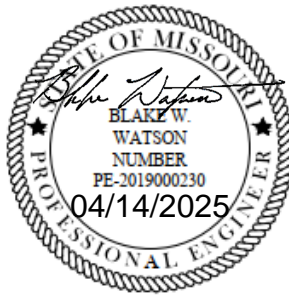


2025 CARTERVILLE PAVING
IMPROVEMENTS
Project Number: 2024-GI-11-ST
City of Carterville, Missouri

Bid Opening: May 15th, 2025
10:00 A.M.



City of Carterville
1200 East 1st Street
Carterville, MO 64835
Phone: (417) 673-1341; FAX: (417) 673-5448

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ADVERTISEMENT FOR BIDS

Project No.: 2024-GI-11-ST

Owner: City of Carterville, Missouri 1200 East 1st Street, Carterville, MO 64835

Separate sealed bids endorsed "Proposal" for construction of 2025 Carterville Paving Improvements will be received by the City until 10:00 A.M., May 15th, 2025, Local Time at the City Clerk's Office of the City of Carterville located at 1200 East 1st Street, Carterville, Missouri 64835, and at that time will be publicly opened and read aloud.

Project Description: An asphalt overlay over approximately 6,940 lineal feet of roadway, including 3,300 tons of bituminous pavement, 543 square yards of full depth pavement repair, driveway replacements, and traffic control.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

Carterville City Hall located at 1200 East 1st Street, Carterville, MO 64835

or Allgeier, Martin and Associates, Inc. located at 7231 East 24th Street in Joplin, Missouri

To obtain DIGITAL Plans and Specifications, please log on to www.amce.com, website for Allgeier, Martin and Associates, Inc., and click on the tab marked "Plan Room" and enter Project No. 9635453. Digital download cost is \$30.00 which may be paid online via a credit card. Hard copy of Plans and Specifications may be secured for a non-refundable fee in the amount of \$50.00 per set from our office located at 7231 East 24th Street in Joplin, Missouri or by contacting us at 417.680.7200. If paying for hard copies by credit card, contact Cindy Olds at 417-680-7193. An additional processing fee of \$10.00 shall apply to all credit card transactions.

NOTE: It is the sole responsibility of the planholder, whether they received digital downloads or paper copies of plans and specifications, to periodically return to our website to check for Addenda which may have been posted. Bids will only be accepted from contractors who purchase digital or paper plans and specifications from Allgeier, Martin and Associates, Inc., (via QuestCDN). It should be noted that plans and specifications purchased from other entities will NOT place you on the planholders list for this project.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify Blake Watson, P.E. at (417)680-7338, Allgeier, Martin and Associates, Inc. or through Missouri Relay System, TDD 1-800-735-2966 at least five (5) working days prior to the bid opening you plan to attend.

The City of Carterville hereby notifies all bidders that it will affirmatively ensure 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.

The OWNER reserves the right to waive any informalities or to reject any or all BIDS.

Each bidder must deposit with his bid security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and Davis Bacon and/or State Prevailing wage rates to be paid under the contract, Segregated Facility, Section 109, and E.O. 11246. MBE, WBE and Section 3-DBE bidders are encouraged to bid.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof. Proposals must be on forms provided. The project will be awarded to the lowest, responsive, responsible bidder.

Date: April 7, 2025

Carterville, Missouri

/s/ Alan Griffin, Mayor

"EQUAL OPPORTUNITY EMPLOYER"

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The City of Cartersville (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Sealed bids will be received by the City of Cartersville at the City Clerks office until 10:00 A.M. (prevailing local time) on May 15th, 2025, and at that time will be publicly opened. The envelopes containing the bids must be sealed, address to the City of Cartersville at 1200 East 1st Street, Cartersville, MO 64835 and designated as bid for 2025 Cartersville Paving Improvements.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

2. PREPARATION OF BID: Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity and Affidavits regarding E-Verify. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

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

- a. Must be acceptable to the owner after verification by the HUD Area Office of the current eligibility status; and
- b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity and Affidavits regarding E-Verify. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

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

5. QUALIFICATIONS OF BIDDER: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work

contemplated therein. Conditional bids will not be accepted.

6. BID SECURITY: Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check on a solvent bank may be used in lieu of a bid bond.
7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
8. TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within according to the Contract Time Table identified in paragraph III additive bidding. Bidder must agree also to pay as liquidated damages, the sum of \$700 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
9. CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
10. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Blake Watson at Blake.Watson@amce.com or by phone at (417) 680-7338 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the data fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.
11. SECURITY FOR FAITHFUL PERFORMANCE: Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
12. POWER OF ATTORNEY: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
13. NOTICE OF SPECIAL CONDITIONS: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials
 - b. Insurance requirements
 - c. Wage rates
 - d. Stated allowances
14. LAWS AND REGULATIONS: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
15. METHOD OF AWARD - LOWEST QUALIFIED BIDDER: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in the numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. All alternates, both additive and deductive, must be taken in the numerical order in which they are listed in the Form of Bid.
16. OBLIGATION OF BIDDER: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
17. SAFETY STANDARDS AND ACCIDENT PREVENTION: With respect to all work performed under this contract, the contractor shall:
- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
 - d. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as

stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

COMMUNITY DEVELOPMENT BLOCK GRANT REGULATIONS

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government, which requires contracting for construction or facility improvement, shall follow its own requirements relating to bid guarantees, and performance bonds, except for contracts or subcontracts exceeding \$25,000 and payment bonds for contracts exceeding \$50,000. For contracts or subcontracts exceeding \$25,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price, IF CONTRACT PRICE EXCEEDS \$50,000. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____ as Surety, are
held and firmly bound unto Cartersville, MO as Owner in the penal sum of _____
Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns, this _____ day of
_____, 20 _____.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS the principal is submitting herewith a bid to the City of Cartersville for 2025 Cartersville Paving
Improvements for constructing or improving the project as set out in said bid;

NOW THEREFORE,

1. If said Bid shall be rejected, or in the alternate,
2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL

Principal

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 FOR UNIT PRICE CONTRACTS

Place City of Cartersville, MO, City Hall, 1200 East 1st Street, Cartersville, MO 64835

Date May 15th, 2025

Project No. 2024-GI-11-ST

Proposal of _____ (hereinafter called "Bidder") * a corporation, organized and existing under the laws of the State of _____, * a partnership, or an individual doing business as _____.

To the City of Cartersville, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of 2025 Cartersville Paving Improvements having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice of Proceed" of the Owner and to fully complete the project within the consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$700.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the General Conditions.

Bidder acknowledges receipt of the following ADDENDA:

No. _____	Date: _____
No. _____	Date: _____
No. _____	Date: _____

*Insert corporation, partnership, or individual as applicable.

BASE PROPOSAL: Bidder agrees to perform all of the _____ work described in the specifications and shown on the plans for the sum of _____ (\$ _____) (Amount shall be in both words and figures. In case of discrepancy, the amount shown in words will govern). Alternates, both additive and deductive, must be taken in the numerical order in which they are listed.

ADDITIVE PROPOSALS:

Additive No. 1: _____
Deduct the sum of _____ (\$ _____)

BID FOR UNIT PRICE CONTRACTS (CONTINUED)

The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work described in the specification and shown on the plans, for the following unit price:

ROADWAY ITEMS						
Line Item	Item Code	Item Description	Quantity	UofM	Unit Price	Extension
1	304-01.63*	Full Depth Pavement Repair	543	SY	\$	\$
2	401-12.09	Bituminous Pavement Mixture, PG64-22 (BP-2) (2-inch) (Wedge-Overlay)	2,112	Tons	\$	\$
3	401-12.09A	Bituminous Pavement Mixture, PG64-22 (BP-2) (1-inch) (Wedge Course)	1,188	Tons	\$	\$
4	407-10.05	Tack Coat	1,594	GAL	\$	\$
5	604-20.10	Adjusting Manhole	10	EA	\$	\$
6	604-99.01	Adjusting Valve Boxes & Meter Pits	8	EA	\$	\$
7	616-99.01	Work Zone Management & Control (Construction Signs, Channelizers, Barricades, Etc.)	1	LS	\$	\$
8	618-10.00	Mobilization	1	LS	\$	\$
9	622-99.03	Coldmilling Bituminous Pavement (Transition Headers)	1,110	LF	\$	\$
CONSTRUCTION TOTAL (ROADWAY)						\$

The City reserves the right to add, delete, or adjust any or all items.

(*) Full Depth Pavement Repair may be required prior to the placement of resurfacing materials. In the event that it is required, the amount shall be measured by the project representative and paid for at the unit prices established in the bid schedule. The quantity shown is estimated at 3.0% of the estimated surface area of the paving overlay, and is included herein for the purposes of comparing bids.

BIDDER understands and acknowledges that the preceding shall be awarded according to the "CONTRACT AWARD DETERMINATION" Section as stated below. BIDDER understands that they may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the ENGINEER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of construction required. The bid price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to provide completely the improvements.

BIDDER understands that the City has a planned amount of funds for this project. If awarded, the City will award a single contract for the Base Bid. It is understood by the undersigned that the City reserves the right to add, delete, or adjust any or all items to bring the project to within budgetary limitations.

I. DEFINITIONS:

Base bid: The minimum amount of work that may be awarded.

Additive bid: Work that may be awarded in addition to work included in the Base bid.

II. BIDDING PROCEDURES:

a. The contract is divided into the following prioritized segments for bidding purposes:

<u>PRIORITY</u>	<u>BID</u>	<u>SCOPE/LOCATION OF WORK</u>
1	Base Bid	Various Work and Locations as Shown on the Plans. Beginning with Numeral Priority According to Primary Street Estimation Tables on the Quantity Plan Sheet.
2	Additive Bid	Various Work and Locations as Shown on the Plans. Beginning with Numeral Priority According to Additive Street Estimation Tables on the Quantity Plan Sheet.

b. Contractors are required to include prices for the Base Bid. Any proposal submitted without the Base Bid will be considered non-responsive and will be rejected. Additive Bids will be included based on the City's available budget.

III. CONTRACT TIME:

a. Contract time is determined by the time for the Base Bid as shown in the following table. The time will be assigned to the contract as set forth in the table following execution of the contract.

<u>CONTRACT TIME</u>	
Base Bid	35 Consecutive Calendar Days

IV. CONTRACT AWARD DETERMINATION:

- a. After the letting, the responsive, responsible, low bidder will be determined by considering the Base Bid accepted by the City. The Additive bids are prioritized in the order they are listed.
- b. The City may accept or reject any or all Additive bids except as limited by the order of priority.
- c. The bidder waives the right to claim the bidder misunderstood the terms, conditions, and provisions of this Additive Bidding specification.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Paragraph 13 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

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

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by Paragraph 22 of the General Conditions. The bid security attached in the sum of _____ (\$ _____) is to become, in the event the contract and bond are not executed within the time above set forth, as liquidates damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL – if bid is by a corporation)

By:

Signature

Title

Business Address and ZIP Code

BIDDER QUALIFICATIONS

Firm Name: _____
(Company Name)

(Address) (City, State, Zip Code)

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

Date: _____

Construction Capabilities: (Check all that apply)

- | | | |
|--|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> General Contracting | <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Demolition | <input type="checkbox"/> Earthmoving |
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> Other: _____ | |

For Corporations Only:

Federal ID Number: _____

Name of State(s) in which incorporated: _____

Date(s) of incorporation: _____

If not incorporated in Missouri:

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

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

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

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

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

1. _____

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

2. _____

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

General Information:

Federal ID Number: _____ or SSN: _____

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

Number of years in business: _____

Geographical limits of operation: _____

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

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

Date: Dated this _____ day of _____, 20____.

Signatures:

☐

Individual

☐

Partnership

☐

Joint Venture

☐

Corporation

Business Name: _____

Address: _____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Incorporated under the laws of the State of: _____

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

(Bidder's Signature)

(Corporate Secretary's Signature and Seal)

(Typed or Printed Name of Signor)

SEAL

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

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

☐

YES

☐

NO

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

☐

YES

☐

NO

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

☐

YES

☐

NO

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

☐

YES

☐

NO

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

DATE

CERTIFICATE OF CONTEMPLATED MINORITY, WOMEN, AND SECTION 3 HIRES AND BUSINESS UTILIZATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby states:

Section 3 Status

I am the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid; and whose business concern is:

- ☐ At least 51 percent owned and controlled by low- or very low-income persons; or
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- ☐ A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
- ☐ None of the above.

Subcontractors

- ☐ I will be utilizing subcontractors or suppliers.
- ☐ I will not be utilizing subcontractors or suppliers.

If subcontractors or supplies will be utilized, please list all Minority, Women, and Section 3 firms or suppliers that were contacted or that will be utilized for this activity. Use additional sheets if necessary.

Subcontractor _____ ☐ MBE ☐ WBE ☐ Section 3

Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes ☐ No ☐ If No, explain: _____

Subcontractor _____ ☐ MBE ☐ WBE ☐ Section 3

Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes ☐ No ☐ If No, explain: _____

Subcontractor _____ ☐ MBE ☐ WBE ☐ Section 3

Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes ☐ No ☐ If No, explain: _____

Subcontractor _____ ☐ MBE ☐ WBE ☐ Section 3

Address _____ Bid Amount _____

Trade or Supplier _____

Bid Accepted: Yes ☐ No ☐ If No, explain: _____

Section 3: Reporting

All projects that meet a funding threshold of greater than \$200,000 in CDBG funding must report at the close of the project, the following information. If below reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

	Labor Hours of Project	Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours			
Section 3 Target Worker Hours			
Section 3 Worker Hours			

For housing and community development financial assistance projects (**currently, these can change every 3 years**), the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.

For public housing financial assistance, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

The Section 3 benchmarks are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts, or to the greatest extent feasible, to achieve the benchmarks required for the number of labor hours performed by both Section 3 workers and Targeted Section 3 workers. If an agency fails to fully meet the Section 3 benchmarks, they must adequately document the efforts taken to meet the numerical goals and report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts that must be documented may, for example, include but are not limited to the following:

- ☐ Outreach efforts to generate job applicants who are Targeted Section 3 Workers
- ☐ Direct, on the job training (including apprenticeships)
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training.
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g. resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placements services.
- ☐ Held one or more job fairs.
- ☐ Provided or connected Section 3 workers with supportive services for work readiness and retention that provides one or more of the following: work related health screenings, health

screenings, uniforms, test fees, transportation, and child care.

- ☐ Assisted Section 3 workers to apply for/or attend community or a four year educational institution or to attend vocational technical/training.
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 bid concerns.
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act, or vocational/technical training
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- ☐ Promote use of Section 3 business registry and HUD Opportunity Portal

Certification

In Witness Whereof, Contractor has executed his certificate this _____ day of _____, 20____.

Contractor Name _____

Federal ID _____ DUNS _____

Signature of Authorized Agent _____

Printed Name _____ Date _____

BIDDER

SECTION 3 INTENT TO COMPLY

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

Note: If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

If award is received, _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

1. To attempt to recruit from within the city the necessary number of lower income residents through HUD's Section 3 Opportunity Portal, local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private job development institutions operating within or serving the project area to meet Section 3 goals.
For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.
2. To document the amount of labor hours worked by Section 3 workers and Target Section 3 workers on this project and report these hours directly to your CDBG, Mitigation or DR program representative.
3. If benchmarks for Section 3 workers and Target Section Workers are not met, an adequate amount of qualitative methods must be documented to show compliance with the Section 3 rule. A list of approved qualitative methods can be found on the FAQ attachment. These qualitative methods must be reported directly to your CDBG, Mitigation or DR program representative.
4. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
5. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
6. To maintain records, including copies of correspondence, memoranda, payrolls etc., which document that all of the above affirmative action steps have been taken.
7. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract

for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

_____ Name of Contractor/Subcontractor	_____ Address
_____ Print Name	_____ Title
_____ Signature	_____ Date

As officers and representatives of _____
(Name of Bidder)

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

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

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

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

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

☐

YES

☐

NO

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

☐

YES

☐

NO

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

☐

YES

☐

NO

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

☐

YES

☐

NO

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE

DATE

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

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

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

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

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

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

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

Signature of Certifying Official

Date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(corporation, LLC, Partnership, an Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____ City of Carterville, Missouri

1200 East 1st Street, Carterville, MO 64835

(Address of Owner)

hereinafter called OWNER, in the aggregate penal sum of _____ Dollars (\$ _____), 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:

2025 Carterville Paving Improvements-CDBG Project No.: 2024-GI-11-ST; Consisting of approximately 6,940 lineal feet of roadway, including 3,300 tons of bituminous pavement, 543 square yards of full depth pavement repair. Ancillary items includes installation of driveway, milling or cutting headers into existing surface, and traffic control.

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 it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as

so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

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

IN WITNESS WHEREOF, this instrument is executed in Six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: (SEAL)

Principal

By _____

(Witness as to Principal)

(Address)

By _____

Name & Title: _____

Address: _____

(Surety)

ATTEST: (SEAL)

(Witness as to Surety)

(Address)

By _____

Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(corporation, LLC, Partnership, an Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the _____ City of Carterville, Missouri

1200 East 1st Street, Carterville, MO 64835

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporation who or which may furnish labor, or who furnish material to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$) 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:

2025 Carterville Paving Improvements-CDBG Project No.: 2024-GI-11-ST; Consisting of approximately 6,940 lineal feet of roadway, including 3,300 tons of bituminous pavement, 543 square yards of full depth pavement repair. Ancillary items includes installation of driveway, milling or cutting headers into existing surface, and traffic control.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS

accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2025.

ATTEST: (SEAL)

Principal

By _____

(Witness as to Principal)

(Address)

By _____

Name & Title: _____

Address: _____

ATTEST: (SEAL)

(Surety)

(Witness as to Surety)

(Address)

By _____

Attorney-in-Fact

(Address)

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

If CONTRACTOR is Partnership, all partners should execute BOND.

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

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between

City of Carterville, Missouri
(Corporate Name and Owner)

Herein through its _____, and
(Title of Authorized Official)

STRIKE OUT (a corporation) (a partnership)
*INAPPLICABLE** (an individual doing business as _____) of _____
County of _____ and State of _____
Hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

2025 Carterville Paving Improvements-CDBG Project No.: 2024-GI-11-ST; Consisting of approximately 6,940 lineal feet of roadway, including 3,300 tons of bituminous pavement, 543 square yards of full depth pavement repair. Ancillary items includes installation of driveway, milling or cutting headers into existing surface, and traffic control.

Hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Allgeier, Martin and Associates, Inc. herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within Thirty-Five (35) consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$700.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 19, "Payments to Contractor, " of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in Six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

City of Carterville, Missouri
(Owner)

(Secretary)

By _____

(Witness)
(Seal)

Name & Title (Typed or Printed)

(Contractor)

(Secretary)

By _____

(Witness)

(Title)

(Address and Zip Code)

Note: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

NOTICE TO PROCEED

TO _____ Date _____

Project 2025 Carterville Paving Improvements

CDBG Project No.: 2024-GI-11-ST

City of Carterville, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____, 2025, and you are to complete the Base Bid WORK within thirty-five (35) consecutive calendar days thereafter. The date of completion for the WORK is therefore _____, 20____.

CITY OF CARTERVILLE, MISSOURI

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day of _____, 20____

By _____

Title _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Carterville, Missouri, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

(Signature)

(Date)

ENGINEER/CONSULTANT’S CERTIFICATION FOR ACCEPTANCE AND FINAL PAYMENT

Owner: City of Carterville, Missouri
Project No.: 2024-GI-11-ST
Project: 2025 Carterville Paving Improvements Improvements
Contractor:
Engineer: Allgeier, Martin and Associates, Inc.
Contract Date:
Date of Completion and Acceptance:

The Contractor has notified me that he has completed all work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all work under the Contract Documents was conducted by me and to the best of my knowledge; the work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders. I have received the required certifications; instructions for operating the equipment, manuals, and other documents that are applicable to this project from the Contractor and have delivered them to the Owner.

The Owner is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The contractor will warranty all specified work for a period of one year (or a longer period if governed by Missouri Statutes) from this date of completion. Notification has been given to the proper Government agencies that the work is completed.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.

Executed by the Engineer on this day of , 20.

Blake Watson, P.E. (Typed Name of Engineer) Signature of Engineer

SEAL

The work described above accepted by the consultant is hereby acknowledged and final payment authorized.

(Date) (Owner)

Attest: (Clerk) (Name and Title of Official)

SEAL

cc: CDBG, Contractor, Owner, Consultant and Rural Development

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GENERAL CONDITIONS OF CONTRACT

- | | |
|--|--|
| 1. Definitions | 28. Land & Rights-of-Way |
| 2. Additional Instructions & Detail Drawings | 29. Guaranty |
| 3. Schedules, Reports & Records | 30. Arbitration |
| 4. Drawings & Specifications | 31. Taxes |
| 5. Shop Drawings | 32. Provisions Required by Law Deemed Inserted |
| 6. Materials, Services & Facilities | 33. Protection of Lives and Health |
| 7. Inspection & Testing | 34. Interest of Member of Congress |
| 8. Substitutions | 35. Other Prohibited Interests |
| 9. Patents | 36. Suspension of Work |
| 10. Surveys, Permits, Regulations | 37. Minimum Wages |
| 11. Protection of Work, Property, Persons | 38. Underpayment of Wages or Salaries |
| 12. Supervision by Contractor | 39. Anticipated Loss of Fringe Benefits |
| 13. Changes in the Work | 40. Overtime Compensation |
| 14. Changes in Contract Price | 41. Employment of Apprentices/Trainees |
| 15. Time for Completion & Liquidated Damages | 42. Employment Prohibited |
| 16. Correction of Work | 43. Compliance with Anti-Kickback Act |
| 17. Subsurface Conditions | 44. Classifications Not Listed |
| 18. Suspension of Work, Termination & Delay | 45. Fringe Benefits Not Expressed |
| 19. Payments to Contractor | 46. Posting Wage Rates |
| 20. Acceptance of Final Payment as Release | 47. Complaints, Proceedings, or Testimony |
| 21. Insurance | 48. Claims and Disputes |
| 22. Contract Security | 49. Questions Concerning Regulations |
| 23. Assignments | 50. Payrolls and Records |
| 24. Indemnification | 51. Specific Coverage |
| 25. Separate Contracts | 52. Breach of Labor Standards |
| 26. Subcontracting | 53. Employment Practices |
| 27. Engineer's Authority | 54. Authorized Employees |

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 thirty (30) 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.

7.9 Authorized representatives and agents of the Department of Housing and Urban Development (HUD) and/or the Department of Economic Development (DED) shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

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 or other control required for locating the components and elements of the WORK. Upon establishing all base lines, but prior to proceeding with construction, 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. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

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. CHANGE ORDER shall be used to adjust quantities of installed units which are different than those shown in the bid schedule because of final measurements. Final measurements shall not be considered CHANGES IN THE WORK. Final measurements will determine compensation to the CONTRACTOR based on CONTRACT PRICE shown in bid schedule.

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, before bidding the project, has the responsibility to become familiar with the site of the project and the conditions under which work will have to be performed during the construction period.

17.2 Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures.

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

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

17.3.2 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.

17.4 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.

17.5 Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures.

17.6 No extra compensation will be paid for rock excavation or varying geologic features encountered on the project, unless so shown as a bid item in the bid schedule.

17.7 If man-made hazards are encountered by the CONTRACTOR, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps that cannot be by-passed and requires additional WORK consult the ENGINEER.

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.

18.7 The OWNER, without terminating the service of the CONTRACTOR or written notice to the Surety, through the ENGINEER may withhold – without prejudice to the rights of the OWNER under the terms of the agreement – or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

18.7.1 Defective WORK not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor, a reasonable doubt that the WORK can be completed for the balance then unpaid damages to another CONTRACTOR and performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

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 less the retainage.

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 fifty percent (50%) of the work has been satisfactorily completed. After fifty percent (50%) of the work has been completed, the OWNER may, if he finds that satisfactory progress is being made, make any of the remaining progress payments in full. The determination of percentage work complete will be based on actual work completed and in place, excluding allowances for any materials and equipment stored at or near the site. If at any time after fifty percent of the work has been completed, 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. Payment does not relieve the CONTRACTOR of his responsibility for the safe keeping of this material and equipment.

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.

19.7 The entire balance found to be due to the CONTRACTORS, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. The ENGINEER'S certificate of acceptance will be on the document CONSULTANT'S CERTIFICATION FOR ACCEPTANCE AND FINAL PAYMENT.

19.8 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.

19.9 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 RSMo 34.057. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in paragraph 11 shall be assessed, the OWNER shall withhold and retain all sums and amounts due and owing when making payments to CONTRACTOR under this CONTRACT.

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 canceled 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 \$2,000,000 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 \$2,000,000 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 Where the WORK to be performed under the CONTRACT DOCUMENTS involved excavation or other underground WORK or construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the OWNER'S premises, or in injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alternations in, additions to, or the underpinning of an existing structure or structures. Before any blasting will be permitted, the CONTRACTOR shall be required to obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy.

21.3.3 The CONTRACTOR shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the CONTRACTOR from any and all claims arising from the operations of SUBCONTRACTOR employed by the CONTRACTOR. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

21.3.4 The CONTRACTOR shall purchase, maintain and deliver to the OWNER a Protective Liability Policy in the name of the OWNER for operations of the CONTRACTOR or any SUBCONTRACTOR in connection with the execution of the agreement. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

21.3.5 The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance to protect the CONTRACTOR from any and all claims arising from the use of the following in the execution of the WORK: a) CONTRACTOR'S own automobiles and trucks. b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the CONTRACTOR. The insurance shall cover the use of the automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

21.3.6 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, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the OWNER, 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, as their interests may appear, the OWNER, CONTRACTOR, and SUBCONTRACTOR. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the Project.

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.

26.6 The CONTRACTOR will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the SUBCONTRACTORS to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

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.

27.6 The ENGINEER shall be responsible for obtaining an acknowledgement of the "Consultant's Certification for Acceptance and Final Payment" from the OWNER before the certifications may take effect.

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.

29.1.1 In emergency where, in the judgment of the OWNER, delay would cause serious loss or damage, repairs and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR, and the CONTRACTOR shall pay the cost thereof. The Performance Bond shall remain in full force and effect through the guarantee period.

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 filing 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 third arbitrator shall be designated by the AAA.

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.

31.2 When any exempt entity CONTRACTS for the purpose of constructing, repairing or remodeling facilities, and purchases of tangible personal property and materials to be incorporated into or consumed in the construction of the PROJECT are to be made on a tax-exempt basis, such entity shall furnish to the CONTRACTOR an exemption certificate authorizing such purchases for the construction, repair or remodeling PROJECT. The form and content of such PROJECT exemption certificate shall be approved by the director of revenue. The project exemption certificate shall include but not be limited to:

31.2.1 The exempt entity's name, address, Missouri tax identification number and signature of authorized representative;

31.2.2 The project location, description, and unique identification number;

31.2.3 The date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis;

31.2.4 The estimated project completion date;

31.2.5 The certificate expiration date.

32. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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

33. PROTECTION OF LIVES AND HEALTH:

33.1 The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the WORK. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the CONTRACTOR shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary.

33.2 Safety Training

- a. CONTRACTOR shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the PROJECT. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

- b. CONTRACTOR shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the PROJECT commences.
- c. CONTRACTOR acknowledges and agrees that any of CONTRACTOR'S employees found on the PROJECT site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the PROJECT.
- d. CONTRACTOR shall require all of its SUBCONTRACTORS to comply with the requirements of this Section and Section 292.675, RSMo.

33.3 Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, RSMo, CONTRACTOR shall forfeit to CITY as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100.00) for each on-site employee employed by CONTRACTOR or its SUBCONTRACTOR, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in above Paragraph.
- b. The penalty described in Subsection a. of this Section shall not begin to accrue until the time periods described in Paragraph b and c above have elapsed.
- c. Violations of above Paragraph and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

34. INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS:

34.1 No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this CONTRACT or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this CONTRACT if made with a corporation for its general benefit.

35. OTHER PROHIBITED INTERESTS:

35.1 No official of the OWNER who is authorized in such capacity and on behalf of the OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the CONSTRUCTION of the PROJECT, shall become directly or indirectly interested personally in this CONTRACT or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise any legislative, executive, supervisory, or other similar functions in connection with the CONSTRUCTION of the PROJECT, shall become directly or indirectly interested personally in this CONTRACT or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the PROJECT.

36. SUSPENSION OF WORK:

36.1 Should the OWNER be prevented or enjoined from proceeding with WORK either before or after the start of CONSTRUCTION by reason or any litigation or other reason beyond the control of the OWNER, the CONTRACTOR shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the WORK will be extended to such reasonable time as the OWNER may determine will compensate for time lost by such delay with such determination to be set forth in writing.

37. MINIMUM WAGE:

37.1 All laborers and mechanics employed upon the WORK covered by this CONTRACT shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained

in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any SUBCONTRACTOR and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated 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 Section 5.5 (a)(1)(IV) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or cost incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

38. UNDERPAYMENT OF WAGES OR SALARIES:

38.1 In case of underpayment of wages by the CONTRACTOR or by any SUBCONTRACTORS to laborers or mechanics employed by the CONTRACTOR or SUBCONTRACTOR upon the work covered by this CONTRACT, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this CONTRACT shall withhold from the CONTRACTOR, out of any payments due the CONTRACTOR, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this CONTRACT. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the CONTRACTOR or the SUBCONTRACTOR (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

39. ANTICIPATED COSTS OF FRINGE BENEFITS:

39.1 If the CONTRACTOR does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this CONTRACT. Provided, however, 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. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the CONTRACTOR must be submitted to the Local Public Agency or Public Body with the first payroll filed by the CONTRACTOR subsequent to receipt of the findings.

40. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332):

- a. 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, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.
- b. Violation: Liability for Unpaid Wages Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a), the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$25 for each calendar day on which such employee was required or permitted to work in excess of 8

hours or in excess of the standard workweek or 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

- c. Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for liquidated damages as provided in the clause set forth in paragraph (b).

41. EMPLOYMENT OF APPRENTICES/TRAINEES:

- a. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractors to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.
- b. Trainees. Except as provided in 29 CFR 5.15 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, Manpower Administration, Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training 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.
- c. 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, as 29 CFR Part 30.

42. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:

- 42.1 No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or

correctional institution shall be employed on the WORK covered by this CONTRACT.

43. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT" Title 18, U.S.C. 874 KICKBACKS FROM PUBLIC WORKS EMPLOYEES:

43.1 Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

44. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION:

44.1 Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the CONTRACT will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

45. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES:

45.1 The Local Public Agency or Public Body shall require, 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 wage rate and the CONTRACTOR is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

46. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS:

46.1 The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed on the work covered by this CONTRACT, and a statement showing all deductions, if any, in accordance with the provisions of this CONTRACT, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the WORK.

47. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES:

47.1 No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this CONTRACT are applicable shall be discharged or in any other manner discriminated against by the CONTRACTOR or any SUBCONTRACTOR because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this CONTRACT to his employer.

48. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES:

48.1 Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the

work covered by this CONTRACT shall be promptly reported by the CONTRACTOR in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

49. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS:

49.1 All questions arising under this CONTRACT which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

50. PAYROLLS AND BASIC RECORDS OF CONTRACTOR AND SUBCONTRACTORS:

50.1 The CONTRACTOR and each SUBCONTRACTOR shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The CONTRACTOR shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the CONTRACTOR and of the SUBCONTRACTORS, it being understood that the CONTRACTOR shall be responsible for the submission of copies of payrolls of all SUBCONTRACTORS. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the CONTRACTOR and each SUBCONTRACTOR covering all laborers and mechanics employed upon the work covered by this CONTRACT shall be maintained during the course of the work and preserved for a period of 5 years thereafter. Such payrolls and basic payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, 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)(3) of the Davis-Bacon Act, the CONTRACTOR or SUBCONTRACTOR 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. The CONTRACTOR and each SUBCONTRACTOR shall make his employment records with respect to persons employed by him upon the work covered by this CONTRACT available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the CONTRACTOR or of any SUBCONTRACTOR during working hours on the job.

51. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES:

51.1 The transporting of materials and supplies to or from the site of the PROJECT or Program to which this CONTRACT pertains by the employees of the CONTRACTOR or of any SUBCONTRACTOR, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the PROJECT or Program to which this CONTRACT pertains by persons employed by the CONTRACTOR or by any SUBCONTRACTOR, shall, for the purposes of this CONTRACT, and without limiting the generality of the foregoing provisions of this CONTRACT, be deemed to be work to which these Federal Labor Standard Provisions are applicable.

52. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISION:

52.1 In addition to the causes for termination of this CONTRACT as herein elsewhere set forth, the Local Public Agency

or Public Body reserves the right to terminate this CONTRACT if the CONTRACTOR or any SUBCONTRACTOR whose Subcontract covers any of the work covered by this CONTRACT shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

53. EMPLOYMENT PRACTICES:

53.1 The CONTRACTOR shall, to the greatest extent practicable, follow hiring and employment practices for WORK on the PROJECT which will provide new job opportunities for the unemployed and underemployed.

54. AUTHORIZED EMPLOYEES:

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

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

BEFORE ME, the undersigned authority, personally appeared _____,

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

1. My name is _____ and I am currently the President of _____ (hereinafter "Contractor"), whose business address is _____ "and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Affiant

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

Commission #

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

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

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUPPLEMENTAL GENERAL CONDITIONS

1. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

i. Section 202 Equal Opportunity Clause

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. 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 Department and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and others.
- f. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may

be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized 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.

- g. The contractor will include the provisions of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. 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 Department the contractor may request the United States to enter into such litigation to protect the interest 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 that does not participate in work on or under the contract.

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

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

- ii. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.00.)
 - a. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	Goals for Female participation:
10%	10%

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 geographic area located outside of the covered area, it shall apply the goals established for such geographic 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 non-Federally involved construction. The Contractor's compliance with the Executive Order and the regulation in 41 CFR Part 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 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. 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 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. 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; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

- d. 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).

iii. Standard Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246)

- a. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
3. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "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).
- b. 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.
- c. If the Contractor is participating (pursuant to 41 CFR 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 Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g1 through 17 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. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing contracts 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 geographic area where the contract 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.
- e. 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.
- f. 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 make 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.

- g. The Contractor shall take specific affirmative action 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.
 1. 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.
 2. 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.
 3. 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 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 therefore, along with whatever additional actions the Contractor may have taken.
 4. 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.
 5. 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 complied under g2 above.
 6. 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.
 7. 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 on site 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.

8. 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.
9. 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.
10. 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 area of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. 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.
13. 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 EEO policy and the Contractor's obligations under these specifications are being carried out.
14. 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.
15. 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.
16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
17. Covered construction contractors performing contracts in geographical area 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 contract 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.

- h. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (g1 through 17). 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 g1 through 17 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 work force 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 shall not be a defense for the Contractor's non-compliance.
- i. 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).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. 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 subcontract 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.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least extensive as those standards prescribed in paragraph g 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 CFR 60-4.8.
- n. 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 to 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.

- o. 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).

C. Certification of Non-Segregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facility at any of his establishments, and that he does not permit employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for employees any segregated facilities at any of his establishments, and he will not permit employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking fountains, recreation, or entertainment areas.

2. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, as amended, 12 U.S.C. 1701u.

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), and the implementing regulations in 24 CFR part 75.
- (2) The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
- (3) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (4) Contractors agree to include Section 3 compliance provisions as set forth in (1) through (4) herein in every subcontract subject to compliance with regulations in 24 CFR part 75. contracts.

3. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Clean Water Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, as amended.

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

- A. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA).
- B. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 7413) and Section 308 of the Clean Water Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

3. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

- A. Lead-Based Paint Hazards
(Applicable to contracts for construction or rehabilitation of residential structures.)
The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35 and Revised Missouri Statutes 700.300 - 338. The Contractor and Subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.
- B. Use of Explosives
When the use of explosives is necessary for the prosecution of the work the Contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, waterlines, or there underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel, or rope mats.
The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be cause by such use.
- C. Danger Signals and Safety Devices (Modify as required)
The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.
- D. ENVIRONMENTAL REQUIREMENTS
Historic Preservation – Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

APPENDIX 1, SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATION

CDBG grantees must assure that all project activities will be administered in compliance with civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations that are applicable to CDBG activities.

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

Title VIII of the Civil Rights Act of 1968, as amended, provides that no person shall, on the basis of race, color, religion, sex, national origin, handicap, or familial status, be discriminated against in housing (and related facilities) provided with Federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Section 109 of the Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify Affirmative Action for Handicapped Workers in all contracts issued:

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance, and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of Federal or Federally-assisted construction contracts in excess of \$10,000. Grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on Federal or Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

Anti-Discrimination against Israel Act: Contractor acknowledges that Section 34.600, RSMo, prohibits any contractor with ten or more employees on a contract worth \$100,000 or more from engaging in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel.

FAQ's on Section 3 regarding Bidding and Contracting Requirements

1. What is Section 3?

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

- How do I obtain more information outside of this document?

Please see the following websites for additional information.

<https://ded2.mo.gov/cdbg/reporting/section-3>

<https://www.hud.gov/section3>

To Register your business as a Section 3 Business, you will self- certify at the following web address:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/>

To search for self-certified Section 3 contractors and subcontractors to directly solicit:

<http://www.hud.gov/Sec3Biz>

To search for and register for Section 3 contracting and job opportunities, use the Section 3 Opportunity Portal to match Section 3 Residents to jobs and training opportunities and Section 3 Businesses to contracting opportunities.

<https://hudapps.hud.gov/OpportunityPortal/>

2. What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?

“Best efforts” and “greatest extent feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

HUD acknowledges that some perceive “best efforts” to be the more rigorous standard, while others perceive “greatest extent feasible” to be the more rigorous standard. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes as a result of these efforts. A recipient’s reported results will be compared to the outcome metrics defined

in the benchmark notice. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulation at 24 CFR §§ 75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

3. What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired **within the past five years** fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below);
2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or
3. The worker is a YouthBuild participant.

4. What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- (1) is employed by a Section 3 business concern; or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
 - (ii) A YouthBuild participant.

5. What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

- **How are low-income and very low-income determined?**

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from:

<https://www.huduser.org/portal/datasets/il.html>.

6. As a funding recipient, what are my Section 3 reporting goals?

Your Section 3 reporting goals depend on the type of assistance you are receiving, whether public housing financial assistance or housing and community development financial assistance.

For public housing financial assistance, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the *5 percent* is included as part of the *25 percent* threshold.

Reporting table that will be required:

	Labor Hours of Project	Calculated Percentage	Safe Harbor Benchmark Met
Total Labor Hours			
Section 3 Target Worker Hours			
Section 3 Worker Hours			

HUD sought to tie Section 3 reporting requirements to statutory requirements while also aligning it as close as possible with standard business practices in that most recipients, subrecipients, contractors, and subcontractors already track labor hours in their payroll systems.

For those employers who do not track labor hours in detail through a time-and-attendance system, HUD does not require they acquire such a system. Instead, they may provide a good faith assessment of the labor hours for a full-or part-time employee.

7. What is a “Service Area” or “Neighborhood of the project”?

“Service area” or the “neighborhood of the project” means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

8. What if my agency does not meet all benchmark goals for employment or contracting?

If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, and childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- Promote Use of Section 3 Business Registry and HUD Opportunity Portal

9. My agency has met all benchmark goals for employment and contracting, does this mean that we are considered in compliance with Section 3?

Yes. Recipients will be considered to have complied with Section 3 requirements, in the absence of evidence to the contrary, if they meet all benchmark goals and certify compliance with prioritization requirements found in 24 CFR § 75.9 or §75.19. However, if subsequent HUD enforcement activities reveal that the recipient has failed to comply with the recipient responsibilities set forth at 24 CFR §75.13 or §75.23, **this compliance determination may be rescinded.**

10. What recordkeeping responsibilities do contractors/subcontractors have?

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. Recipients are required to maintain documentation to demonstrate compliance with the regulations and are responsible for requiring their contractors/subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR §75.31.

11. What are good strategies for targeting Section 3 workers and businesses?

In order to successfully target Section 3 workers and businesses for employment and contracting opportunities, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities is instrumental in reaching Section 3's employment and contracting goals.

It is recommended that recipient agencies establish procedures to certify Section 3 workers and Section 3 business concerns for employment and contracting opportunities. Thereafter, they should maintain a list of eligible workers and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available. Refer to the Section 3 regulations at 24 CFR § 75.15(b) and § 75.25(b) for a listing of qualitative efforts.

12. Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

13. How can a prospective Section 3 worker or business concern certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g., the PHA, city, or local government). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation is required.

14. What documentation must be maintained by HUD recipients, subrecipients, contractors, and/or subcontractors certifying that low- and very-low individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:

For a worker to qualify as a *Section 3 worker*, one of the following must be maintained:

- a. A worker's self-certification that their income is below the income limit from the prior calendar year;
- b. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- c. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- d. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- e. An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a *Targeted Section 3 worker*, one of the following must be maintained:

For Public Housing Financial Assistance projects:

- (i) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (ii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iv) A worker's certification that the worker is a YouthBuild participant

For Housing and Community Development Financial Assistance projects:

- (i) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- (ii) An employer's certification that the worker is employed by a Section 3 business concern; or
- (iii) A worker's self-certification that the worker is a YouthBuild participant.

The documentation must be maintained for the time period required for record retentions in accordance

with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR § 200.334, Retention Requirements for Records (www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1334), which provides for retaining records for at least three years, as described in detail in that regulation..

A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

15. What are examples of acceptable evidence to determine eligibility as a Section 3 worker?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing project; or
- Evidence of participation in the YouthBuild program.

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

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

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

17. Are all public housing residents considered Section 3 workers regardless of their income?No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

18. Does qualifying as a Section 3 businesses mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal and state procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

19. Can contracting with MBE/WBE businesses count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

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

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

SUPPLEMENTAL GENERAL CONDITIONS

1. "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

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

2. RIGHT OF ENTRY

The authorized representatives and agents of the OWNER, the ENGINEER, the Environmental Protection Agency, the Comptroller of the United States, the MISSOURI DEPARTMENT OF NATURAL RESOURCES, or any other duly authorized representative shall be permitted to inspect, review, and otherwise have access to all work, materials, payrolls, project records, personnel records, invoices of materials and equipment, and other relevant data and records for the Project for the purposes of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall make available to the representatives and agents suitable conveyance, personnel, and attendants for inspections and reviews, as well as ingress and egress to and from the Project.

3. CONTRACT DRAWINGS & SPECIFICATIONS

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

4. RECORD DRAWINGS

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

5. WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

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

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

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, _____

(Name of Manufacturer, Materialman, or Subcontractor)

has furnished to _____ the following:

(Name of Contractor)

(Kind of Material & Services Furnished)

_____ for use in the construction of a project

belonging to _____ the City of Carterville, Missouri _____.

NOW, THEREFORE, the undersigned, _____

(Name of Manufacturer, Materialman, or Subcontractor)

_____ for and in consideration of \$ _____

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

_____ for said Project.

(Name of Contractor)

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

(Name of Manufacturer, Materialman, or Subcontractor)

By: _____

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

CERTIFICATE OF CONTRACTOR

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

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

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

(Name of Owner)

(Address)

the Owner for the construction of – 2025 Carterville CDBG Paving, Project Number: 2024-GI-11-ST, the Project; and that he/she is legally authorized to and does make this certificate on behalf of said Contractor.

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

By _____

Date _____

For _____

6. SUBCONTRACTOR DISCLOSURE FORM

COMPANY _____

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

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

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

SIGNATURE _____ TITLE _____ DATE _____

7. STATE OF MISSOURI PREVAILING WAGE LAW AND RULES

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

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

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

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

PREVAILING WAGE LAW, CHAPTER 290
Section 290.210 through 290.340 As Amended RSMo 1987, 1986, & Cum. Supp. 1993

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

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

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

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

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

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

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

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

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

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

290.230 Prevailing wage rates required on construction of public works.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each year, make an initial determination for each occupational title within the locality.

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

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

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

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

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

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

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

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this 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 that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the department, on a form prescribed by the department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

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

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

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

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

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

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

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

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

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

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

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those

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

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

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

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

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections 290.210-290.340, RSMo and the rules in this chapter.

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

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work,

as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

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

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

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

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

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training

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

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

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

(1) All public works construction, for which the prevailing hourly rate of wages 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).

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

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

(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.

AFFIDAVIT OF
COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____ State of Missouri, personally came and appeared

(Name)

(Position)

of the _____
(Name of the Company)

(A corporation) (a partnership) (a proprietorship) and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No.(s). _____ issued by the Division of Labor Standards on the _____ day of, _____ in carrying out the contract and work in connection with the construction of 2025 Carterville Paving Improvements, Project Number: 2024-GI-11-ST in the City of Carterville, Missouri, in Jasper County, Missouri, and completed on the _____ day of _____, 20_____.

(Signature)

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

My Commission expires: _____.

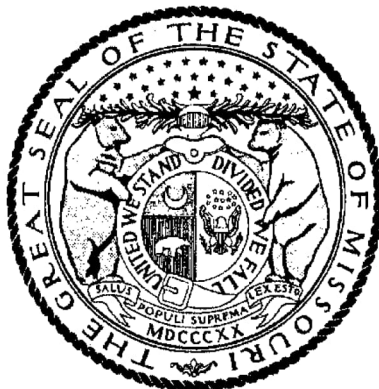
Notary Public

8. STATE OF MISSOURI PREVAILING WAGE DETERMINATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

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

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$29.82
Boilermaker	\$27.80*
Bricklayer-Stone Mason	\$48.61
Carpenter	\$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$40.19
Plasterer	
Communication Technician	\$27.80*
Electrician (Inside Wireman)	\$48.51
Electrician Outside Lineman	\$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.80*
Glazier	\$42.46
Ironworker	\$27.80*
Laborer	\$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$27.80*
Plumber	\$52.30
Pipe Fitter	
Roofer	\$27.80*
Sheet Metal Worker	\$49.79
Sprinkler Fitter	\$27.80*
Truck Driver	\$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$27.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

9. FEDERAL LABOR STANDARDS AND WAGE RATE REQUIREMENTS

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

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

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

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building, or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

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

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

...XXX...

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

TITLE 29 – LABOR

Subtitle A – Office of the Secretary of Labor

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

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c) popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water

Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

- (a) The terms "Building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or serving and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquired title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- (b) The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting, and decorating, the transporting of materials and supplied to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work by persons employed at the site by the contractor or subcontractor.
- (c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages" regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States, and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

- (a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH348, "Statement of Compliance", or on any form with identical wording. Sample copies of WH347 and WH348 may be obtained from the Government contracting or sponsoring agency and copies of these forms may be purchased at the Government Printing Office.
- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

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

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

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

- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

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

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

- (a) Any deduction made in compliance with the requirements of Federal State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

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

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

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

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

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

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

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

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made, the additional records required under §516.27(a) of this title shall be kept.

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

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

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

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

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

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

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

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

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

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

Section 3.9 Prohibited payroll deductions.

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

Section 3.10 Methods of payment of wages.

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

Section 3.11 Regulations part of contract.

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

Wage Rate Requirements

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

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

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

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

2. Contract and Subcontract provisions.

(a) Minimum wages.

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

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

- (2) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and

- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the funding recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the funding recipient (s) to the MDNR. The MDNR will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the MDNR or will notify the MDNR within the 30-day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the funding recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the funding recipient shall refer the questions, including the views of all interested parties and the recommendation of the MDNR, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (5) The wage rate (including fringe benefits where appropriate) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (6) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (7) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding.

- (1) The funding recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action

as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records.

- (1) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the funding recipient, that is, the entity that receives the grant or loan from the MDNR. As to each payroll copy received, the funding recipient shall provide written confirmation in a form satisfactory to the MDNR indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the funding recipient (s) for transmission to the MDNR or EPA if requested by EPA, the MDNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the funding recipient (s).
- (3) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (4) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c)(3) of this section.
 - (5) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
 - (6) The contractor or subcontractor shall make the records required under paragraph (c)(1) of this section available for inspection, copying, or transcription by authorized representatives of the MDNR, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) Apprentices and trainees.
- (1) 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.

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

- (j) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and funding recipient(s), MDNR, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of eligibility.
 - (1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

- (a) Contract Work Hours and Safety Standards Act. The following clauses shall be inserted in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The funding recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR 5.1](#), the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the MDNR and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4. Compliance Verification

- (a) The funding recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in [29 CFR 5.6\(a\)\(6\)](#), all interviews must be conducted in confidence.
- (b) The funding recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Funding recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Funding recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The funding recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The funding recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Funding recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the funding recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The funding recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 4(b) and (c) above.
- (e) Funding recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Statement of Compliance

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

I hereby certify the following:

- 1) The payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Signature of Contractor or Subcontractor

Date

10. FEDERAL WAGE DETERMINATION

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

DETERMINATION FOR
FEDERAL WAGE RATES

"General Decision Number: MO20250001 02/21/2025

Superseded General Decision Number: MO20240001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 14026 generally applies to the contract.The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 13658 generally applies to the contract.The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/03/2025
1	01/31/2025
2	02/07/2025
3	02/21/2025

CARP0002-002 05/01/2024

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 41.71	21.85

CARP0005-006 05/01/2024

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 44.63	22.40
MILLWRIGHTS & PILEDRIERS...	\$ 44.63	22.40

CARP0011-001 05/01/2024

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 35.61	22.40
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVI ESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 34.98	22.40
AUDRAIN (East of Hwy. 19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 35.61	22.40
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 33.25	22.40
BENTON, MORGAN AND PETTIS...	\$ 34.98	22.40
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD		

AND WAYNE COUNTIES.....	\$ 35.37	22.40
BUCHANAN, CLINTON, JOHNSON		
AND LAFAYETTE COUNTIES.....	\$ 34.98	22.40
CARTER, HOWELL, OREGON AND		
RIPLEY COUNTIES.....	\$ 34.04	22.40
CRAWFORD, DENT, GASCONADE,		
IRON, MADISON, MARIES,		
MONTGOMERY, PHELPS,		
PULASKI, REYNOLDS, SHANNON		
AND TEXAS COUNTIES.....	\$ 35.37	22.40
FRANKLIN COUNTY.....	\$ 42.19	22.40
JEFFERSON AND ST. CHARLES		
COUNTIES.....	\$ 42.19	22.40
LINCOLN COUNTY.....	\$ 38.04	22.40
PIKE, ST. FRANCOIS AND		
WASHINGTON COUNTIES.....	\$ 36.13	22.40
WARREN COUNTY.....	\$ 38.04	22.40

ELEC0001-002 06/02/2024

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

	Rates	Fringes
Electricians.....	\$ 47.04	18.196

ELEC0002-001 09/09/2024

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

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 47.77	24.68
Groundman & Truck Driver....	\$ 36.49	20.56
Lineman & Cable Splicer.....	\$ 55.65	27.56

* ELEC0053-005 01/01/2025

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

	Rates	Fringes
Line Construction:		
Groundman Powderman.....	\$ 37.14	1.5%+19.76
Groundman.....	\$ 34.65	1.5%+18.93
Lineman Operator.....	\$ 52.45	1.5%+26.05
Lineman.....	\$ 56.18	1.5%+24.22

ELEC0095-001 06/01/2024

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 31.09	8%+18.04

ELEC0124-007 08/28/2023

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

	Rates	Fringes
Electricians.....	\$ 47.37	25.89

ELEC0257-003 03/01/2024

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 38.50	17.515

ELEC0350-002 12/01/2024

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

	Rates	Fringes
Electricians.....	\$ 37.60	22.145

ELEC0453-001 09/01/2023

	Rates	Fringes
Electricians:		
CHRISTIAN, DALLAS, DOUGLAS, GREENE, HICKORY,		

HOWELL, LACLEDE, OREGON,
OZARK, POLK, SHANNON,
WEBSTER and WRIGHT COUNTIES. \$ 36.08 17.91
PULASKI and TEXAS COUNTIES. \$ 36.08 17.91
STONE and TANEY COUNTIES. \$ 26.62 17.11

ELEC0545-003 06/01/2024

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

	Rates	Fringes
Electricians:	\$ 39.61	20.59

ELEC0702-004 01/06/2025

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

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

ENGI0101-001 05/01/2020

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.	\$ 34.73	18.20
GROUP 2.	\$ 34.33	18.20
GROUP 3.	\$ 32.33	18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
spreader; asphalt plant operator; auto grader or trimmer or
sub-grader; backhoe; blade operator (all types); boilers -
2; booster pump on dredge; bulldozer operator; boring
machine (truck or crane mounted); clamshell operator;
concrete mixer paver; concrete plant operator; concrete
pump operator; crane operator; derrick or derrick trucks;
ditching machine; dragline operator; dredge engineman;

dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

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

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

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

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

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

ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44

GROUP 4.....\$ 36.26

20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

 ENGI0101-022 05/01/2019

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard gauge; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

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

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

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

ENGI0513-004 05/06/2024

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.46	30.22
GROUP 2.....	\$ 43.46	30.22
GROUP 3.....	\$ 42.16	30.22
GROUP 4.....	\$ 41.72	30.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level,

one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating on or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

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

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

Tunnel, man assigned to work in tunnel or
tunnel shaft - \$.50;
Wrecking, when machines are working on
second floor or higher - \$.50

ENGI0513-006 05/06/2024

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.46	30.22
GROUP 2.....	\$ 43.46	30.22
GROUP 3.....	\$ 42.16	30.22
GROUP 4.....	\$ 41.72	30.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller
operator asphalt plant fireman (drum or boiler); asphalt
plant man; asphalt plant mixer operator; backfiller
operator; barber-greene loader; boat operator (bridge &
dams); chip spreader; concrete mixer operator skip loader;
concrete plant operator; concrete pump operator; dredge
oiler; elevating graded operator; fork lift; grease fleet;
hoisting engine one; locomotive operator narrow guage;
multiple compactor; pavement breaker; powerbroom
self-propelled; power shield; rooter; slip-form finishing
machine; stumpcutter machine; side discharge concrete
spreader; throttleman; tractor operator (over 50 hp); winch
truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt;
tractor operator (50 h.p. or less); boilers one; chip
spreader (front man); churn drill operator; compressor over

105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00

Certified Crane Operator - \$1.50;

Certified Hazardous Material Operator \$1.50;

Crane, climbing (such as Linden) - \$0.50;

Crane, pile driving and extracting - \$0.50;

Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00;

Crane, using rock socket tool - \$0.50;

Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;

Dragline, 7 cu. yds, and over - \$0.50;

Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50;

Shovel, power - 7 cu. yds. or more - \$0.50;

Tractor, tandem crawler - \$0.50;

Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50;

Wrecking, when machine is working on second floor or higher - \$0.50;

ENGI0513-007 05/06/2024

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.46	30.22
GROUP 2.....	\$ 43.46	30.22
GROUP 3.....	\$ 42.16	30.22
GROUP 4.....	\$ 41.72	30.22

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atthey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-green); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

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

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

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50

Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2024

Rates	Fringes
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Ironworkers:

ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVI ESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRI SON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties. \$ 35.00	33.56
ATCHI SON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES. \$ 38.00	33.56

IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

Rates	Fringes
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Ironworker. \$ 27.00	20.96
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IRON0396-004 08/07/2024

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,
FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.
GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,

PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 41.67	31.25

IRON0396-009 08/07/2024		

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

	Rates	Fringes
Ironworker.....	\$ 41.67	31.25

IRON0577-005 06/01/2024		

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

	Rates	Fringes
Ironworker.....	\$ 34.05	25.30

IRON0584-004 06/01/2023		

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

	Rates	Fringes
Ironworkers:.....	\$ 29.00	16.20

IRON0782-003 08/01/2023		

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

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

LAB00042-003 03/01/2023		

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 36.65	17.12

LAB00042-005 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 36.65	17.12
Laborers, Flaggers.....	\$ 36.65	17.12
Wrecking.....	\$ 36.65	17.12

LAB00110-005 05/01/2024

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 38.24	15.55
GROUP 2.....	\$ 38.24	15.55
LABORER (Washington County)		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.12	15.55

LABORERS CLASSIFICATIONS

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

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft.

high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00579-005 05/01/2023

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

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers

on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

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

LAB00660-004 05/01/2024

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

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

liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

LAB00660-006 03/04/2024

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62
Lincoln, Monntomery, and		
Warrner Counties.....	\$ 37.69	15.97
St. Charles County.....	\$ 39.11	15.97

LAB00662-001 05/01/2024

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 38.24	15.55
GROUP 2.....	\$ 38.24	15.55

LABORERS CLASSIFICATIONS

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

feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

LAB00663-002 04/01/2024

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	15.57
GROUP 2.....	\$ 36.45	15.57

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man

on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

LAB00840-011 05/01/2024

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

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55
LABORER (Franklin County)		
GROUP 1.....	\$ 38.19	15.55
GROUP 2.....	\$ 38.19	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men

handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

LAB00955-012 05/01/2024

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working

with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

LAB01104-005 05/01/2024

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men

handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

PAI N0002-002 09/01/2007

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

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

PAI N0002-006 04/01/2023

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

	Rates	Fringes
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Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 28.49	15.03
Brush and Roll; Taping, Paperhanging.....	\$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 27.49	15.03
Spray; Structural Steel (over 50 feet).....	\$ 27.49	15.03
Tapers using Ames or Comparable Tools.....	\$ 27.24	15.03

PAIN0003-004 04/01/2019

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

Rates Fringes

Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Bel tman; Steel man; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Di ppi ng...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

PAIN0003-011 04/01/2019

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

Rates Fringes

Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76
Stageman; Bel tman; Steel man; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Di ppi ng...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

PAIN1185-008 04/01/2024

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,

PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 32.25	16.86
Floor Work.....	\$ 33.25	16.86
Lead Abatement.....	\$ 33.25	16.86
Spray.....	\$ 33.25	16.86
Structural Steel, Sandblasting and All Tank Work.....	\$ 34.25	16.86
Taping, Paperhanging.....	\$ 33.25	16.86

PAIN1292-002 09/01/2024BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 35.30	17.65
Brush & Roller.....	\$ 27.85	17.65
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.95	17.65

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour.
Under 60 ft. \$0.25 per hour.-----
PAIN1292-003 09/01/2024IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 35.30	17.65
Brush & Roller.....	\$ 29.95	17.65
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 33.95	17.65

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour
Under 60 ft. \$0.25 per hour.-----
PAIN2012-001 04/01/2023ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 34.22	19.13
Sandblaster.....	\$ 38.46	19.13
Steeplejack.....	\$ 42.03	19.13

PAIN2015-001 04/01/2012

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

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

PLAS0518-006 03/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.57	12.43

PLAS0518-007 04/01/2024

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

	Rates	Fringes
Cement Masons:.....	\$ 37.61	18.71

PLAS0518-011 04/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.03	20.50

PLAS0527-001 04/01/2023

	Rates	Fringes
CEMENT MASON FRANKLIN, LINCOLN AND		

WARREN COUNTIES.....	\$ 37.29	20.23
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 38.46	20.13

PLAS0527-004 06/01/2023

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

	Rates	Fringes
CEMENT MASON.....	\$ 32.00	19.72

PLAS0908-001 05/01/2024

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

	Rates	Fringes
CEMENT MASON.....	\$ 33.50	18.78

PLAS0908-005 05/01/2024

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

	Rates	Fringes
CEMENT MASON.....	\$ 33.50	18.78

PLUM0008-003 06/01/2024

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54

PLUM0008-017 06/01/2024

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

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54

PLUM0045-003 08/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 47.45	26.15

PLUM0178-003 11/01/2024		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.35	15.72

PLUM0178-006 11/01/2022		

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

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

PLUM0533-004 06/01/2024		

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

	Rates	Fringes
Pipefitters.....	\$ 55.56	25.80

PLUM0562-004 07/01/2023		

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

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

PLUM0562-016 07/01/2023

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

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

TEAM0013-001 05/01/2024

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 34.29	15.75
GROUP 2.....	\$ 34.44	15.75
GROUP 3.....	\$ 34.56	15.75
GROUP 4.....	\$ 34.45	15.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMSOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 35.02	15.75
GROUP 2.....	\$ 35.17	15.75
GROUP 3.....	\$ 35.29	15.75
GROUP 4.....	\$ 35.18	15.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 37.38	15.75
GROUP 2.....	\$ 37.53	15.75
GROUP 3.....	\$ 37.60	15.75
GROUP 4.....	\$ 37.49	15.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 36.03	15.75
GROUP 2.....	\$ 37.18	15.75
GROUP 3.....	\$ 36.25	15.75

GROUP 4.....\$ 36.14 15.75

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

TEAM0056-001 05/01/2024

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....	\$ 34.72	15.75
GROUP 2.....	\$ 34.88	15.75
GROUP 3.....	\$ 34.87	15.75
GROUP 4.....	\$ 34.99	15.75
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 33.99	15.75
GROUP 2.....	\$ 34.15	15.75
GROUP 3.....	\$ 34.14	15.75
GROUP 4.....	\$ 34.26	15.75
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 35.93	15.75
GROUP 2.....	\$ 36.04	15.75
GROUP 3.....	\$ 36.08	15.75
GROUP 4.....	\$ 36.08	15.75

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

TEAM0245-001 03/26/2012

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

	Rates	Fringes
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Truck drivers:

Traffic Control Service

Driver.....	\$ 20.45	0.00
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PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2024

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 37.81	15.65
GROUP 2.....	\$ 37.24	15.65
GROUP 3.....	\$ 36.72	15.65

TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2024

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.64	8.86+a+b+c
GROUP 2.....	\$ 36.64	8.86+a+b+c
GROUP 3.....	\$ 36.64	8.86+a+b+c

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

Davis-Bacon Act Requirements

Funding Recipient Requirements

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

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

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

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

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

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

As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a funding recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the funding recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the funding recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The funding recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

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

- 1) The funding recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The funding recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- 2) The funding recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The funding recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The funding recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- 3) The funding recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The funding recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The funding recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the funding recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

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

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

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

GENERAL SPECIAL PROVISIONS


The 2011 Missouri Standard Specifications for Highway Construction are continually revised and updated. Revisions, Errata Corrections, and updates can be found on MoDOT's web site.

The governing specifications shall be the 2024 Edition including supplemental revisions with the effective date of July 1, 2024.

Project: 2025 Carterville Paving Improvements
Owner: Carterville, Missouri

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

(Job Special Provisions shall prevail over MoDOT Standard Specifications whenever in conflict therewith.)

	Carterville, Missouri 1200 East 1 st Street Carterville, Missouri 64835 Phone: (417) 673-1341
	<i>Allgeier, Martin and Associates</i> 7231 East 24 th Street Joplin, MO 64804 Certificate of Authority: 000427 Consultant Phone: (417) 680-7200
	JOB NO. 2024-GI-11-ST CARTERVILLE, MO DATE PREPARED: 04/07/2025
Date: 04/07/2025	ADDENDUM DATE:
Only the following items of the Job Special Provisions are authenticated by this seal: Bridge Items.	

- A. General
- B. Work Zone Traffic Management
- C. Measurement and Payment
- D. Permits and Restrictions
- E. Utilities
- F. Inspection and Job Control Tests
- G. Inspections by Federal Agencies and Health Officials
- H. Cooperation/Coordination with Property Owners and Local Agencies, Post Office Schools, EMS
- I. Preservation of Existing Improvements (Including Mailbox Turnouts)
- J. Mobilization
- K. Payments to Contractor
- L. Seal Coat (A.K.A Chip and Seal)
- M. Asphalt Concrete Pavements and/or Bituminous Paving
- N. Subgrade Compaction
- O. Full Depth Pavement Repair
- P. Aggregate Roadway Grading
- Q. Adjust Manhole Rim Elevations
- R. Adjust, RegROUT, Reseal, and Reset Valve Boxes and Meter Pits

JOB SPECIAL PROVISIONS

A. GENERAL:

Except where otherwise noted, all materials and work will conform to the Missouri Standard Specifications for Highway Construction, Missouri Department of Transportation, Edition 2024, and all subsequent errata sheets.

Where the Supplemental Specifications (General Clauses) included in this Proposal conflict with the Standard Specifications, the Supplemental Specifications shall govern.

Periodic and/or final inspections of the work on this project will be made by the City. The Contractor shall grant them access to any and all parts of the work.

SUPPLEMENTAL SPECIFICATIONS

SS-1 Standard Specifications for Highway Construction, Division 100.

Subsection 101.2. Revision for Definition of Engineer. In this Subsection, the word "Engineer" shall mean Allgeier, Martin & Associates, Inc.

Subsection 101.2. Revision for Definition of Commission, State or Missouri Department of Transportation. The term "Commission", "State", or "Missouri Department of Transportation" shall, in the use of the Standard Specifications for all work in connection with the stated project, be deemed to mean the City in which the project is located, party of the First Part in the accompanying Contract or Contracts.

Subsection 105.8. Revision of entire Subsection. The Engineer will reference or re-reference control points and benchmarks. The Contractor shall be responsible for all construction layout, right of way staking, and reference staking necessary for proper control to perform the work. The Contractor shall furnish all necessary personnel, equipment, supplies, materials, transportation, and incidentals.

Subsection 105.10. "Engineer" shall mean Allgeier, Martin & Associates, Inc.

Subsection 106.2.2. Delete the entire subsection and substitute the following: If sources of material are not designated on the Plans or described in the Contract, or if the Contractor desires to use material from sources other than those designated, he shall acquire the necessary rights to take materials from the sources and shall pay all costs related thereto, including any which may result from an increase in length of haul. All costs of exploring and developing such other sources shall be borne by the Contractor. The use of material from other than designated sources will not be permitted until representative samples taken by the Contractor in the presence of the Engineer have been approved and written authority is issued for the use thereof. If sources of material deposits are provided by the Contractor, at the direction of the Engineer, the Contractor will provide test reports on the samples to determine suitability of materials. Where

practicable, borrow areas, gravel pits, and quarry sites shall be located so that they will not be plainly visible from the highway.

Subsection 106.3. Delete the entire subsection and substitute the following: Samples for tests shall be supplied by the Contractor at the direction of the Engineer and shall be shipped by the Contractor to the laboratory for testing. Test reports shall be provided to the Owner, the Engineer, and the Contractor. The Contractor shall be responsible for the cost of all testing which shall be considered subsidiary to other items of the Contract. Type and quantity of tests shall be as required by the specifications or as directed by the Engineer. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified thereof in effect at the time of letting of the Contract. Except as may otherwise be permitted or specified, the earliest date of such recognized national standard specification which will be accepted shall be as shown in Appendix A. Tests of samples of materials will be made by the Engineer in accordance with the methods specified in the Contract or in accordance with the latest methods in effect at the time of letting of the Contract, as prescribed by the national standard agency. Such national standard specifications and methods of tests shall include those designated as tentative, interim, or amended and officially approved and published by the sponsoring agency. If appropriate methods have not been so prescribed, tests shall be performed in a manner determined by the Engineer.

Materials that will be accepted on the basis of certifications and test reports where applicable from the supplier are as follows: Cement, reinforcing steel, culvert pipe, steel pile, pre-cast bridge components and accessories, filter fabric, bituminous material, aggregates for concrete and bituminous construction, and other items normally produced with quality control sampling and testing. These certifications and reports must be received by the City prior to their payment to the Contractor for the material represented.

The following quantities of material may be accepted without testing. Quantities exceeding the values indicated shall be tested according to the standard specifications.

1. Aggregates – Not to exceed approximately 100 tons per day nor more than approximately 500 tons per project
2. Bituminous material – Not to exceed approximately 100 gallons per project
3. Paint – Not to exceed approximately 20 gallons per project – acceptance to be based on weights and analysis on the container label
4. Lumber – Recognized commercial grades only may be used
5. Masonry Items – Subject to checking for nominal size and visual inspection – not to exceed approximately 100 pieces
6. Plain concrete or clay pipe – 100 feet

Portland Cement Concrete

7. Concrete Sidewalks – Not to exceed approximately 500 square yards per day
8. Concrete Curb and Gutter – Not to exceed approximately 500 lineal feet per day

9. Concrete base course and concrete base course widening – Not to exceed approximately 500 square yards per day
10. Pavement patching and temporary pavements, building floors and foundations, slope paving and headers, paved ditch, guardrail anchorage, metal pile shells, small culvert headwalls, fence posts, catch basins, manhole bases and inlets, and sign, signal and light bases.

All materials shall be subject to visual inspection at point of delivery on the project, and may be rejected based on non-conforming appearance.

B. WORK ZONE TRAFFIC MANAGEMENT:

Description: Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

The existing roadway will be closed to through traffic during construction. All traffic control devices used shall comply with the Manual on Uniform Traffic Control Devices. In some cases, it will be necessary to close intersections in its entirety except as necessary to allow access to residential and commercial traffic.

Work Zone Traffic Management shall be the sole responsibility of the contractor. The contractor shall provide, place, and maintain all barriers (cones, barrels, etc.), construction signs, and safety personnel (flagmen) as necessary for a safe working environment including any necessary additional traffic control devices. A base work zone traffic management plan is included in the plans.

Prior to beginning work, Contractor shall contact all emergency agencies, City personnel, including any school districts that will be affected by construction.

The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

Work Hour Restrictions: There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday. Additional work hour restrictions may be provided on the plans.

The contractor shall not perform any construction operation on the roadbed, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

All lanes shall be opened to traffic and signs shall be covered during non-working hours.

Measurement and Payment for Work Zone Traffic Management: All hardware, labor and

equipment needed to provide, install, equip, move, relocate traffic control devices shall be measured and paid for on a Lump Sum basis under Item Number 616-99.00 as provided for in the bid schedule. The plans illustrate a basic installation of traffic control devices. Contractor shall install additional traffic control devices as necessary to maintain a safe working environment for construction and for motorists.

Flag System: Flag systems, when specified, shall consist of a flag bracket and two flag assemblies and constructed as a single attached unit. Each flag assembly shall consist of an 18"x18" orange, vinyl flag securely attached on one side to a fiberglass blank. The blank shall be securely attached to the flag bracket with the flag "hanging" from the rod, be of sufficient cross-section to display the flag in wind speeds up to 50 mph and be of sufficient length to hold the flags approximately six inches from the sign. The flag bracket shall be attached to the flag assemblies as a single system. The flag bracket shall display the flags at approximately 90 degrees from each other and be easily installed and removed from the upper portion of the vertical rib. The overall design of the flag system shall fold down to enable the storage of the entire system with the sign without removing the system from the sign or moving the bracket.

Measurement and Payment for Flag System: All hardware, labor and equipment needed to attach the single flag system to the vertical rib shall not be paid for separately but shall be included in the bid price for the related items of work as shown in the plans for the related sign assemblies.

C. MEASUREMENT AND PAYMENT:

Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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.

All pavement materials shall be measured and paid according to actual in place quantities and according to the unit prices as stated in the bid schedule.

D. PERMITS AND RESTRICTIONS:

The contractor shall procure and pay for all permits necessary to complete the project as specified in the plans and specifications.

E. UTILITIES:

Existing piping, utilities (water, sewer, gas, telephone, electric), structures, etc., have not been marked. Contractor shall be responsible for location and preserving all existing piping, utilities, structures, etc., during all construction activities. Any piping, utilities, structures, etc., encountered during construction activities, that has not been shown on the plans, shall be coordinated with the engineer for disposition. Locations of existing utilities if shown on plans are approximate, located with information provided by others. Contractor shall contact all utilities prior to excavation, and shall be responsible for

the exact location and preservation of all utility lines. Utility locating services, such as (811), shall be contacted by the contractor 48 hours prior to beginning construction.

F. INSPECTION AND JOB CONTROL TESTS:

1.0 Inspections and job control tests will generally be made by the engineer on the following items of work. It shall be the responsibility of the contractor to notify the engineer by 3:00 PM of the day preceding any operation that affects these items.

- Initial Layout
- Asphalt Sampling
- All Base Rock Operations
- All Roadway Surfacing Operations
- Placement of Structural Concrete

If any operation that affects the above mentioned items is to be performed on a Monday, notification must be made to the Engineer by 3:00 PM of the preceding Friday. The lack of supervision or inspection by the Engineer shall not relieve the contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the Engineer may be ordered removed and replaced at the contractor's expense.

All pavement and surfacing materials shall be tested as specified herein by a Contractor selected, Engineer approved, Independent Materials Testing Entity capable of performing said tests as required. Results shall be forwarded to the Engineer for approval and acceptance. All costs associated with the testing of materials shall be included in the bid item for which it is a part as set forth in the Bid Schedule. Prior to the Independent Materials Testing Entity performing inspections, job control tests, and collecting samples, the Engineer shall be notified as outlined herein.

2.0 Samples, Tests, and Cited Specifications

The contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed, and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests, or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

3.0 Testing Base Rock

The compacted base shall be tested for in place density by ASTM Method 2922 or 2167, latest revision, at the rate of two (2) determination for each 400 feet of roadway length, or as required by the Engineer, with a minimum of one (1) determination per individual project. The compacted base shall be brought to within a tolerance of 1/2" or less below design grade. The compacted aggregate base thickness shall not be deficient in excess of 1/2 inch from the plan thickness. Thickness measurement shall be taken

and determined for each 1500 square yards of base surface or as designated by the Engineer, with a minimum of one (1) thickness measurement per individual project.

3.1 Unless otherwise specified, all base rock shall be subject to visual inspection, job control tests, and density tests performed on site. The job control tests and samples will be performed by an Independent Materials Testing Entity, selected and compensated by the contractor.

4.0 Testing Bituminous Pavement

During construction, the Independent Materials Testing Entity will make as many tests as are necessary to ensure that the course is being constructed of proper thickness and composition, as directed by the Engineer, with a minimum of one passing density test per project. A density test shall consist of 2 density determinations as specified for every 400 feet of roadway length, or as required by the Engineer, with a minimum of 1 density test per paving site as specified.

4.1 Each project with an asphalt pavement specified shall be tested for compaction in accordance to Section 401.7.8 of Missouri Standard Specifications for Highway Construction. Should the pavement fail to meet the minimum density of 92% of the theoretical maximum specific gravity, additional testing will be required. The contractor will be required to cut samples of the compacted mixture from any course at locations designated by the Engineer and shall deliver them to the Independent Materials Testing Entity in good condition. Samples may be obtained by drilling 4-inch diameter cores. The number of samples per paving project will be as directed by the Engineer. Each sample shall consist of four cores. All samples shall be taken the full depth of the layer to be tested and shall consist of an undisturbed portion of the compacted mixture. The contractor shall restore the surface from which samples have been taken no later than the next day of plant operation. The cost of all testing and sampling shall be included in the bid item to which it relates.

4.2 Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. The Independent Materials Testing Entity will, at the expense of the contractor, perform these inspections, job control tests, and collect samples as directed by the Engineer in accordance with Section 502.10 of Missouri Standard Specifications for Highway Construction.

4.3 Pavement Smoothness: The finished surface shall be finished to a tolerance of one-eighth inch in 10 feet as determined by a standard 10-foot straightedge placed anywhere on the pavement according to the direction of travel. This shall also include the tie-in locations where the new pavement meets the existing pavement. Any defective surfaces shall be repaired according to the satisfaction of the Owner and Engineer.

5.0 Testing Concrete Pavement

5.1 Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. The Independent Materials Testing Entity will, at the expense of the contractor, perform these inspections, job control tests, and collect samples as directed by the Engineer in accordance with Section 502.10 of Missouri Standard Specifications for Highway Construction.

5.2 Pavement Smoothness: The finished surface shall be finished to a tolerance of one-eighth inch in 10 feet as determined by a standard 10-foot straightedge placed anywhere on the pavement according to the direction of travel. This shall also include the tie-in locations where the new pavement meets the existing pavement. Any defective surfaces shall be repaired according to the satisfaction of the Owner and Engineer.

G. INSPECTIONS BY FEDERAL AGENCIES AND HEALTH OFFICIALS:

When involved, authorized representatives of Federal Agencies, and State Health Officials shall have access to the work whenever it is in preparation or progress, the Contractor shall provide proper facilities for such access and inspection.

H. COOPERATION/COORDINATION WITH PROPERTY OWNERS AND LOCAL AGENCIES, POST OFFICE, SCHOOLS, EMS.:

The contractor shall be responsible for contacting the adjacent property owners, local agencies, post office, schools, and emergency medical services prior to beginning construction (phone numbers and contact information will be provided to the contractor upon request). This effort is intended to provide public awareness, and allow the property owners to plan accordingly.

I. PRESERVATION OF EXISTING IMPROVEMENTS (INCLUDING MAILBOX TURNOUTS):

Contractor shall remove, preserve, and replace all signs, mailboxes, fences and the like within the limits of the proposed improvements including extended incidental areas established by clearing limits.

Contractor shall limit loading and unloading of equipment to within the project limits and more specifically within areas that will receive paving. Existing pavement to remain in place shall be protected from oil, hydraulic spills, and structural damage. Any pavement that is damaged due to the contractors operations, within or outside of the project limits shall be repaired or replaced at no expense to the Owner.

Mailboxes and Turnouts: If a mailbox exists on site, all mailboxes shall be carefully removed, preserved and re-installed if necessary to accommodate the improvements or if they are damaged. The front of the mailbox shall be placed even with the edge of the shoulder. The bottom of the mailbox shall be set at 42-inches above the pavement. The shoulder in the area used as the Mailbox Turnout shall be constructed according to the same requirements as specified for the pavement section and configured with 4:1 (run:offset) tapers. The mailbox turn out shall be a minimum length of 20-feet centered on the mailbox. It may be necessary to install a new post. If a new post is required, the cost for furnishing and installation shall be completely covered under other items. The post shall consist of a 4" x 4" wooden support and set 3-feet deep to provide a stable installation or as required to match the existing installation.

Measurement and Payment: Removing, preserving and replacing all signs, mailboxes, fences, road side memorials, and the like within the limits of the proposed improvements including extended incidental areas shall not be measured or paid for separately, but shall be considered incidental to that work of which it is a part.

J. MOBILIZATION:

Description: Mobilization shall be performed according to Section 618 of the Missouri Standard Specifications for Highway Construction.

Measurement and Payment: Mobilization shall be measured and paid for on a lump sum basis as shown in the bid schedule and as specified in Section 618.

K. PAYMENTS TO CONTRACTOR:

The CONTRACTOR shall submit progress payment requests monthly.

Retainage may be initiated during contract performance if the Engineer determines that certain events have occurred as outlined in CDBG General Conditions Section 19.

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 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."

L. SEAL COAT (A.K.A. Chip and Seal):

In addition to MoDOT specification Section 409.5.1, seal coats shall only be placed when the ambient temperature and the temperature of the pavement on which it is to be placed is above 60° F and rising.

Bituminous Material: Shall be CRS – 2P as specified in the Bid Schedule.

Cleanup Operations following the Application of Chip and Seal: Following the complete application, including rolling and curing of the Chip and Seal surface, the City will sweep and vacuum any loose chips from the surfacing operations.

Measurement and Payment: Shall be as specified in Section 409 of the MoDOT Specifications according to the bid items as indicated in the bid schedule.

Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

M. ASPHALT CONCRETE PAVEMENTS AND/OR BITUMINOUS PAVING:

Construction Requirements:

Temperature: Paving materials shall not be placed until the ambient air temperature and the surface on which the mixture is to be placed is 50° F and rising.

Surface Preparation: Previous to the distribution of bituminous materials, the surface to be overlaid shall be cleaned with an approved mechanical sweeper until is free from dust. If necessary, a blade shall be used to remove objectionable materials such as packed mud, etc. A blade shall be used to remove vegetation, packed dirt growth, etc. from the edges of the surface to be overlaid. The contractor shall not place material in the flow-line of ditches. Material removed with a blade shall be pulled back against the edge of the new pavement. To the extent possible, a uniform width will be maintained. If material removed is displaced onto a mowed yard, that material shall be removed by the contractor.

Tack: Tack shall be SS-1 or SS-1h emulsified asphalt, distributed evenly over all areas to receive asphalt overlay, with a mechanical distributor, properly calibrated to distribute not to exceed 0.10 gallons per square yard.

Pavement Edges: The FINAL SHAPE OF THE outside edges of the pavement shall be constructed to an angle or approximately 45 degrees with the surface of the roadbed.

N. SUBGRADE COMPACTION:

Description: This work shall consist of compacting the earth subgrade below all structures, sidewalks, roadways, etc., where applicable. This work shall be performed prior to placement of granular stone base if required.

Construction Requirements: The subgrade for the full width of the roadbed, sidewalks, structures, etc. shall be scarified to a depth of at least 6 inches, and the scarified material brought to a uniform moisture content either by drying or by adding water and manipulating with suitable equipment. Compaction shall be accomplished by distributing all equipment movements over the entire area and of at least three complete passes with a tamping-type roller over the entire area to be compacted. The tamping-type roller shall have tampers or feet projecting no less than 6 inches from the surface of the drum and shall have a minimum load on each tamper of 250 psi of tamping area.

Compactive efforts shall be continued, if necessary, until the tamping feet penetrate no more than 2 inches into the layer of material being compacted. Continuous leveling and manipulating will be required during compaction operations and the moisture content shall be adjusted as necessary to permit proper consolidation. If pavements are to lie directly on the subgrade, the contractor shall smooth out the surface by use of a smooth steel wheel roller or equivalent.

Unstable areas shall be removed and replaced with suitable material. No extra compensation will be made for removal of unsuitable material and the work shall be considered incidental to the contract.

Measurement and Payment: Subgrade compaction shall not be measured or paid for separately but shall be included and considered incidental to the item to which it relates.

O. FULL DEPTH PAVEMENT REPAIR:

Description: The work in this section includes the removal and replacement of damaged pavement by the Contractor at the locations as designated by the project representative.

Construction: Construction shall consist of saw cutting, removal of damaged pavement and the excavation of subgrade materials as needed for the placement of pavement materials.

The materials shall consist of the placement and compaction of the following materials over a compacted subgrade.

Alternative	Pavement Section	Base Rock
1	8 Inches of PCCP	4 Inches Type 1
2	10 Inches of PCCP	0 Inches
3	2 Inches of BP-3 over 4 Inches of Bit. Base	6 Inches Type 1
4	2 Inches of BP-3 over 6 Inches of Bit. Base	0 Inches

Pavement sections to receive full depth replacement shall be determined by the engineer or project representative and will be outlined for the contractor before paving operations. The contractor will not be paid for any full depth replacement not approved by the engineer.

If PCCP is used, the surface shall be finished to a rough surface to improve adhesion with surfacing materials.

Measurement and Payment: This work shall be field measured and paid for on a square yard basis for actual pavement repaired at the unit prices as provided in the bid schedule for full depth pavement repair in pavements and shall include all labor, equipment and materials for a completely repaired pavement.

P. AGGREGATE ROADWAY GRADING:

Description: Aggregate Roadway Grading, shall consist of preparing aggregate roadways for surfacing treatment by fine-grading, and shaping the existing aggregate of an existing roadway and shaping as required to complete a finished roadway in accordance with the typical section shown on the plans.

The Contractor has the option to use this method of construction in lieu of placing two separate layers of asphalt (i.e., a wedging course layer and asphalt overlay layer). This method will require blading, grading, and compacting existing aggregate roads in preparation for the desired asphalt overlay thickness as described in the follow specification.

Construction Requirements: Aggregate roadway grading will normally be restricted to the roadway from shoulder to shoulder. Roadway shall be graded and bladed using the existing material found onsite for a smooth crowned surface capable of receiving a bituminous pavement.

If the subgrade has less density than that required, the engineer may order the item of Full Depth Pavement Repair to be performed. When lack of satisfactory density results from improper maintenance by the contractor, the subgrade density shall be restored at the contractor's expense.

The contractor shall supply other aggregate base material as required to fill any ruts, divots, eroded sections, potholes, etc. Any additional material required to complete the aggregate roadway grading to proper grade and section shall be approved by the project representative or engineer.

Method of Measurement: Measurement of Aggregate Roadway Grading, will not be measured but shall be considered incidental to the work in which it relates based on the Contractor's chosen method of construction. Aggregate Roadway Grading will apply only to roadway sections that are existing aggregate surfaces or pulverized asphalt surfaces.

Basis of Payment: The accepted quantity of aggregate roadway grading will be paid for at the contract unit price. No direct payment will be made for aggregate roadway grading. If additional base material is required to be placed to complete the work, the quantity shall be measured or paid for under the item to which it relates.

Q. ADJUST MANHOLES RIM ELEVATIONS:

Description: The work in this section describes the work that is needed to adjust manhole rim elevations that will be affected by the project. To accommodate the proper elevation of the new roadway profile, the contractor shall raise the rim elevations as shown on the plans.

Construction Requirements: Contractor shall inventory and field verify the quantity, type and size of the risers required to raise the rim to the proper plan elevations, running grade and cross slope so that the top of the rim is flush with the top of pavement.

The method and type of materials used to adjustment the manhole rim elevations shall be submitted to the engineer for review and approval. Adjustments shall meet the requirements of the engineer and the City. The adjustment shall consist of rings and/or the combination of concrete risers to accomplish the adjustment. The joints shall be watertight and capable of supporting traffic loads without settlement. The outside of the manhole in the area of the adjustment shall be wrapped with a mastic type sealer to completely cover and seal all joints. The method of adjustment shall produce a watertight and structurally stable finished product.

Measurement and Payment: Shall include all hardware, labor, equipment, and materials needed to provide a complete installation. Adjustments shall be measured and paid for on a per Each basis for installation and raising rim elevations as shown for Bid Item 604-20.10, Adjusting Manhole.

R. ADJUST, REGROUT, RESEAL, AND RESET VALVE BOXES AND METER PITS

Description: The work in this section describes the work that is needed to adjust valve boxes and meter pit elevations that will be affected by the project. To accommodate the proper elevation of the new roadway profile, the contractor shall raise elevations so that the top cover is flush with the top of pavement.

Construction Requirements: Contractor shall inventory and field verify the quantity of valve boxes that will require adjustment to accommodate the new pavement elevation and adjust accordingly.

Measurement and Payment: Shall include all hardware, labor and equipment needed to provide a complete installation and shall be measured and paid for on a per Each basis under Bid Item 604-99.02, Adjust Valve Boxes & Meter Pits as provided for in the bid schedule.