

NOTICE OF OPEN MEETING

Posted 5:00 p.m. Friday, December 29th, 2023

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, January 2, 2024 7:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA REGULAR SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

OPENING PRAYER & PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CONSENT AGENDA

1. December 19, 2023 Open Session Council Minutes
2. December 19, 2023 Closed Session Council Minutes
3. Bill No. 2023-200: Contract with Phillip Camerer Roofing for Parks Equipment Building Repair, 2nd & 3rd Reading
4. Bill No. 2023-201: Contract agreement with Precision Fire Apparatus, 2nd & 3rd Reading
5. Bill No. 2023-202: Neosho City/ Neosho Area Fire Protection District Contract, 2nd & 3rd Reading
6. Bill No. 2023-203: De-annexation Request for 806 Mary Avenue, 2nd & 3rd Reading
7. Bill No. 2023-205: Contract with Asbell Construction for the DED Drainage Project, 2nd & 3rd Reading
8. Bill No. 2023-206: Civic Plus Programming for Building Permits and Inspections, 2nd & 3rd Reading

UNFINISHED BUSINESS

1. Bill No. 2023-194: Chapter 100 Funding Agreement, 2nd & 3rd Readings

VISITOR'S BUSINESS

BIDS

1. Fire Station 1 Generator Service
2. ProGator John Deere 2020A
3. HD200 Select Spray

NEW BUSINESS

1. Bill No. 2023-207: Contract with Cummin Generator Service Fire Department

January 2, 2024 City Council Meeting

2. Amendment to Electric Service Agreement with Liberty Utilities
3. Airport Timber Sales

REPORT OF CITY OFFICERS

ADJOURN

REQUESTED COUNCIL MEETING DATE: December 19, 2023

ITEM: Bill No. 2023-200: Contract with Phillip Camerer Roofing for Parks Equipment Building Repair, 1st Reading

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

- 1. Bill No. 2023-200 Phillip Camerer Roofing RE Parks Building**
 - 2. Contract Phillip Camerer Roofing RE Parks Building**
 - 3. Parks Bulding Roof Bids**
-

PURPOSE:

To approve a contract with Camerer Roofing for repairs to our Parks equipment building.

BACKGROUND:

We sent out multiple bid packets to contractors, we received two bids, and Phillip Camerer Roofing was awarded the bid through council's approval.

The budget for this project is \$55,000.00

Bids Received:

(CSG) Construction Services Group - bid - is in the amount of \$64,800.00.

Phillip Camerer Roofing - bid - is in the amount of \$55,000.00

RECOMMENDATION:

Staff recommends accepting the contract with Phillip Camerer Roofing and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Phillip Camerer Roofing, L.L.C., a Missouri Limited Liability Company, for the purpose of constructing improvements at the Parks Building located at 215 Wheeler Street for the not to exceed price of Fifty Five and 00/100 Dollars (\$55,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Phillip Camerer Roofing, L.L.C., a Missouri Limited Liability Company, for the purpose of constructing improvements at the Parks Building located at 215 Wheeler Street for the not to exceed price of Fifty Five and 00/100 Dollars (\$55,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Phillip Camerer Roofing, L.L.C., a Missouri Limited Liability Company, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing improvements at the Parks Building located at 215 Wheeler Street, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing improvements at the Parks Building located at 215 Wheeler Street, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within thirty (30) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within seven (7) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct improvements at the Parks Building located at 215 Wheeler Street.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor Fifty Five Thousand and 00/100 Dollars (\$55,000.00) – the full amount of this contract – on the third Tuesday of the month following completion of the project.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Intentionally omitted.

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho, Missouri
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Phillip Camerer Roofing, L.L.C.
ATTN: Phillip Camerer
4542 Old Hwy 71
Joplin, MO 64804

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

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

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) – the full amount of this contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) – the full amount of this contract – conditioned upon performance of the Scope of Work. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this

contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

26. Prevailing Wages. Intentionally omitted.

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

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

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as

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

33. Subsurface Conditions. Intentionally omitted.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 2 years from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work

repaired or replaced will run for 2 years from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

PHILLIP CAMERER ROOFING, L.L.C.

David Kennedy, City Manager

Phillip Camerer, authorized signatory

ATTEST:

Cheyenne Wright, City Clerk



4542 Old Highway 71
Joplin, MO 64804
417-451-5479

Roofing Estimate – 10/19/2023

City of Neosho

ATTN: Kenny Balls

215 Wheeler St

Neosho, MO

- Remove all doors and front framing
- Reframe all front of building, and install al new 12x12 insulated doors (6 doors with side mount electric openers)
- Install all new metal on front of building, includes trims and door jams
- Install pearlings over existing metal, includes all rakes and corners
- All materials, labor, and clean up

Total Estimate Amount: \$55,000.00

Thank you for choosing Phillip Camerer Roofing!

BID FORM

Description: (To be completed by bidding party)

All work to be completed per Contract scope of work.

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Phillip Camerer Roofing

ADDRESS: 4542 Old Hwy 71 Joplin MO 64804

PHONE: 417-451-5479

EMAIL: Caleb @phillipCamererRoofing.com

BY: Caleb Jones - Agent

BID FORM

Description: (To be completed by bidding party)

Bid per specifications.

Price(s) for unit(s) meeting enclosed specifications: \$64,800.00

F.O.B. Neosho, MO

Projected Shipping Date: TBD based upon award.

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Construction Services Group

ADDRESS: 12451 Highway 59. Neosho, MO. 64850

PHONE: 417-451-5743

EMAIL: estimating@marionllc.net

BY: Tyler Marion

BID SPECIFICATIONS:

The bid packet is for the repair work of:

Neosho Parks Department Equipment Building located at 215 Wheeler Street

Parks Department Equipment Building
215 Wheeler Street
Neosho, MO 64850

Scope of work to be done to building:

- Rebuild the front of the building and new roofing – building is 36 by 90 feet
- Remove all doors and front framing. Reframe all of the front of the building and put metal on new facial, install all new 11 feet wide by 12 feet tall doors and hardware – number of doors is 6
- Remove the 7 foot tall 36 inch door on the east end and enclose
- The 11 by 14 foot door on the east end of the front of the building will be enclosed and install a new 7 foot tall 36 inch walk thru door
- The new 11 by 12 foot doors will be non insulated
- Install new electric door openers for the 11 by 12 foot doors (6 total)
- Install keypad outside on the building that will operate door one thru door six. Install buttons on inside for raising and lowering on each door providing remotes for Parks trucks
- Replace all rotting on posts and connect to concrete floor. Wrap post with metal. Install all new door jams
- Roofing – pearlings over existing roof and install 26 gauge commercial panel over pearlings with new trim
- Metal color for roof will be galvanize
- Metal color for the front of the building will be white and almond

Equipment Schedule:

Note:

This bid should include the start date for this project.



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Monday, December 11, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.
The bid will be for the following:

Project: Parks Department Equipment Building Repairs

Please label the envelope: Parks Department Equipment Building Bid Opening December 11, 2023 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to Kenny Balls, Parks Department Manager, at the following address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project. There will be a pre-bid meeting held November 16, 2023 at 10:00 a.m. at the Parks Building located at 215 Wheeler Street.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.

a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. *Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements.* Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. *Maintenance Agreement.* A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. *Maintenance Bond.* A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

*City of Neosho Business or Contractor's License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

* Must meet current City Building Codes

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

REQUESTED COUNCIL MEETING DATE: December 19, 2023

ITEM: Bill No. 2023-201: Contract agreement with Precision Fire Apparatus

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2023-201 Precision RE rescue truck
 2. HGAC Agreement
 3. Neosho Mo 2023 Rescue - FINAL Proposal AFTER MEETING 11-14-2023
-

PURPOSE:

To enter into a contract with Precision Fire Apparatus for a new Rescue Truck

BACKGROUND:

Our current Rescue is a 2008 model with 68,000 miles on it. This truck is the most used truck in the fleet. It does not have extremely high miles on it, but it is the hours of operation that has caused the need for replacement. We went out for bids per our cooperative procurement policy and presented them to the Council. Precision Fire Apparatus was selected. This is the contract that is associated with the purchase of the new truck. The city attorney has reviewed and approved this contract.

RECOMMENDATION:

Staff recommends approval of the contract and allowing the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Precision Industries Inc., a Missouri Corporation, for the purpose of purchasing a fire rescue truck for the not to exceed price of Three Hundred Sixty Six Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$366,795.00); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Precision Industries Inc., a Missouri Corporation, for the purpose of purchasing a fire rescue truck for the not to exceed price of Three Hundred Sixty Six Thousand Seven Hundred Ninety-Five and 00/100 Dollars (\$366,795.00), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Neosho**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **203 E MAIN ST, NEOSHO, MO, 64850 Neosho, MO 64850**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **06/20/2023** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2023** and ends **09/30/2024**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Neosho

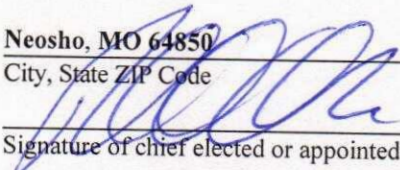
Name of End User (local government, agency, or non-profit corporation)

203 E MAIN ST, NEOSHO, MO, 64850

Mailing Address

Neosho, MO 64850

City, State ZIP Code

 12/05/2023
Signature of chief elected or appointed official | Date

Richard Davidson, Mayor

Typed Name & Title of Signatory

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____

Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: City of Neosho County Name: Newton

Mailing Address: 203 E MAIN ST, NEOSHO, MO, 64850 Neosho, MO 64850

Main Telephone Number: 417-451-8050 **FAX Number:** 417-451-8027

Physical Address: 203 E MAIN ST, NEOSHO, MO, 64850 Neosho, MO >64850

Web Site Address:

Official Contact: Richard Leavens

Mailing Address: 203 E MAIN ST, NEOSHO, MO, 64850
Neosho, MO 64850

Title: Director of Developmental Services

Ph No.: 417-451-8050

FX No.: 417-451-8050

E-Mail Address: rleavens@neoshomo.gov

Authorized Official: Richard Davidson

Mailing Address: 203 E MAIN ST, NEOSHO, MO, 64850
Neosho, MO 64850

Title: Mayor

Ph No.: 417-451-8050

FX No.: 417-451-8027

E-Mail Address: rdavidson@neoshomo.gov

Authorized Official: Ashton Robinson

Mailing Address: 203 E MAIN ST, NEOSHO, MO, 64850
Neosho, MO 64850

Title: Mayor Pro-Tem

Ph No.: 417-451-8050

FX No.: 417-451-8027

E-Mail Address: arobinson@neoshomo.gov

NON-PROFIT CERTIFICATION

City of Neosho (End User) is a non-profit corporation with an Internal Revenue Service determination in compliance with the Internal Revenue Code Section . Copies of IRS determination letter and By-Laws/Charter/Articles of Incorporation are enclosed.

End User is a non-profit corporation created and operated to provide one or more governmental functions and services. "Governmental functions and services" means all or part of a function or service in any of the following areas:

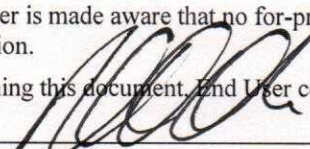
Functions/Services: **Police Protection and Detention Services, Streets, Roads and Drainage, Parks and Recreation, Fire Protection**

Administrative Functions: **Tax Assessment and Collection, Personnel Services, Purchasing, Records Management, Equipment Repair**

End User agrees to notify the Houston-Galveston Area Council immediately if there are any changes to the services or functions end user provides.

End User is made aware that no for-profit organizations may participate in this agreement and agrees to abide by this restriction.

By signing this document, End User certifies that the information provided herein is true and accurate.



Signature of End User

Richard Davidson, Mayor

Printed Name and Title

11/30/2023

Date

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.



PROPOSAL FOR THE
NEOSHO FIRE DEPARTMENT

**Chief Aaron Houk
125 N. College Street
Neosho, MO 64850**

FOR A
**FREIGHTLINER 2-DOOR
ALUMINUM RESCUE**

HGACBUY CONTRACT REFERENCE #FS19-WD02



PROPOSAL FOR THE NEOSHO FIRE DEPARTMENT

INTENT OF PROPOSAL

It is the intent of this proposal to cover the furnishing and delivery to the purchaser of a complete apparatus equipped as hereinafter proposed. With a view to obtaining the best results and the most acceptable apparatus for service in the fire departments, this proposal covers only general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment, and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. The apparatus shall conform to the requirements of the current (at the time of bid) National Fire Protection Association **Pamphlet 1901 for Motorized Fire Apparatus Pumper** unless otherwise specified in the proposal.

GENERAL CONSTRUCTION

The apparatus shall be designed and the equipment mounted with due consideration to distribution of load between the front and rear axles so that all specified equipment, including filled water tank, a full complement of personnel and fire hose shall be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Association (or American Insurance Association).

DELIVERY REQUIREMENTS

The apparatus shall be completely equipped as per this proposal upon arrival and on completion of the required tests shall be ready for immediate service in the fire department of the purchaser. Any and all alterations required at the scene of delivery to comply with the specifications shall be done at the contractor's expense.

To insure proper break in of all components while still under warranty, apparatus is to be delivered under its own power, rail or truck freight is not accepted.

A qualified delivery engineer representing the contractor shall deliver the apparatus and remain in the Fire District a sufficient length of time to instruct the fire department personnel in the proper use, operation, care and maintenance of the equipment involved.

The following items, in quantity shown, shall be included in the bid price submitted for the fire apparatus and shall be furnished to the fire department upon delivery:

- a. Operator's Manual (2)
- b. Equipment Maintenance Manual (2)
- d. Complete "As Wired" electrical diagram for apparatus (2)



QUALITY AND WORKMANSHIP

The design of this apparatus embodies the latest approved automotive engineering practices.

The workmanship is of the highest quality in its respective field. Special consideration has been given to the following points: Accessibility of the various units that require periodic maintenance operations; ease of operations (including both pumping and driving); and symmetrical proportions. Construction is rugged and ample safety factors are provided to carry loads as specified and to meet both on and off road "Performance Tests and Requirements".

MANUFACTURER'S DISCRETION

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.

WARRANTIES AND GUARANTEES

Precision Fire Apparatus shall warrant the apparatus to be free from mechanical defects in workmanship for a period of one year. The entire year shall be covered for parts and labor costs associated with repairs. When possible the warranty work shall be done where the apparatus is housed. The following warranties shall apply:

- Bumper-to-Bumper: 1 Year
- Engine: 5 years, 100,000 miles
- Transmission: 5 years
- Stainless Steel Piping: 10 years
- Pump: 5 years
- Water Tank: Lifetime
- Extruded Aluminum Apparatus Body: Structural 20 years
- Paint: 7 years

USA MANUFACTURER

The entire apparatus shall be assembled within the borders of the Continental United states to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service, as well as protection the purchaser should legal action ever be required.

INSPECTION TRIPS

As Precision Fire Apparatus is located so close to your community it shall afford you the opportunity to participate in all facets of the construction process. We have not included any cost for trips but welcome as many visits as you feel are required.

INSURANCE

A Certificate of Insurance shall has been provided with the bid with the following minimum amounts:

General Liability:	1,000,000.00
General Aggregate:	2,000,000.00
Products/Completed Operations:	2,000,000.00
Personal Injury:	1,000,000.00
Excess Liability:	5,000,000.00

INSURANCE LIABILITIES

The contractor shall assume insurance and responsibility for the chassis while at the factory and shall assume all responsibilities for the apparatus until the apparatus is delivered and accepted by the Fire Chief or his/her designees.

PATENTS

The apparatus manufacturer shall pay all royalties and license fees and shall hold and save the fire department, its officers, agents, servants, and employees harmless from liability of any nature and kind, including costs, and expenses for or on account of any patented or non-patented invention, process, article, or appliance manufactured or used on the performance of the contract including its use by the fire department. In this respect, the successful bidder shall defend all suits or claims for infringement of any patent or license right.

ASSIGNMENTS

Precision Fire Apparatus shall not assign, transfer, convey, or otherwise dispose of the contract or his right to execute it or his right, title, or interest to it or any part thereof, or assign any of the money's due or become due under the contract, without the prior written consent of the fire department.

COOPERATIVE PURCHASING

Precision Fire Apparatus is pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid. The condition of such use by other agencies will be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with Precision Fire Apparatus. Such tag-on's will be done so that the original purchasing agency has no responsibility for performance by either Precision Fire Apparatus or the agency using the contract.



CHASSIS PROPOSAL- COMMERCIAL

PRL-28M M2 PRL-28M (EFF:MY25 ORDERS)

Data Version

DRL-014 SPECPRO21 DATA RELEASE VER 014

Bright Work Packages

024-001 BRIGHT WORK PACKAGE 1 - CHROMED: AIR INTAKE, GRILLE, HEADLIGHT BEZEL AND 14 INCH ROUND POLISHED AIR HORN

Vehicle Configuration

001-172 M2 106 PLUS CONVENTIONAL CHASSIS
 004-225 2025 MODEL YEAR SPECIFIED
 002-004 SET BACK AXLE - TRUCK
 019-004 STRAIGHT TRUCK PROVISION, NON-TOWING
 003-001 LH PRIMARY STEERING LOCATION

General Service

AA1-002 TRUCK CONFIGURATION
 AA6-002 DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
 99D-010 NO 2008 CARB EMISSION CERTIFICATION
 AF2-998 NO STATE/PROVINCE INITIAL REGISTRATION SELECTED
 A85-020 FIRE SERVICE
 A84-1EV EMERGENCY VEHICLES BUSINESS SEGMENT
 AA4-003 DRY BULK COMMODITY
 AA5-002 TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
 AB1-008 MAXIMUM 8% EXPECTED GRADE
 AB5-001 SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
 995-091 MEDIUM TRUCK WARRANTY
 A66-99D EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs
 A68-99D EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs
 A63-99D EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs

Truck Service

N AA3-001 DRY VAN BODY
 AF3-1EK G&H MANUFACTURING LTD
 AF7-99D EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in

Engine

101-3BY CUM L9 330EV HP @ 2200 RPM, 2200 GOV RPM, 1000 LB-FT @ 1200 RPM, R/F/E

Electronic Parameters

79A-075 75 MPH ROAD SPEED LIMIT
 79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT



80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

99C-021	2010 EPA/CARB/GHG21 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-113	LN 12V 325 AMP BLP4002H BRUSHLESS PAD ALTERNATOR WITH REMOTE SENSE AND LAMP TERMINAL
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-039	GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1DC	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-001	STANDARD EXHAUST SYSTEM LENGTH
237-022	RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER



118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
266-101	900 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
168-002	LOWER RADIATOR GUARD
134-001	ALUMINUM FLYWHEEL HOUSING
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-1KD	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

343-331	ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS
84B-003	ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-011	NEUTRAL AT STOP ENABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR



341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-004	FRONT DISC BRAKE ROTORS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1GK	DETROIT DA-RS-23.0-4 23,000# R-SERIES SINGLE REAR AXLE
421-522	5.22 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-093	RPL10 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (16T) YOKES
423-075	BENDIX ADB22X AIR DISC REAR BRAKES
433-025	FIRE AND EMERGENCY SEVERE SERVICE NON- ASBESTOS REAR BRAKE LINING
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)
451-005	REAR DISC BRAKE ROTORS
440-006	REAR OIL SEALS
426-1AH	AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE



Rear Suspension

622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
621-004	SPRING SUSPENSION - 1.50" AXLE SPACER
431-007	STANDARD U-BOLT PAD WITH U-BOLTS EXTENDED 1.00" LONGER THAN STANDARD

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
---------	----------------------------------

Brake System

018-002	AIR BRAKE PACKAGE
490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-015	AIR DRYER FRAME MOUNTED
460-001	STEEL AIR BRAKE RESERVOIRS
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-520	5200MM (205 INCH) WHEELBASE
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
552-157	1150MM (45 INCH) REAR FRAME OVERHANG
55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 139.17 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 136.17 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 289.0 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 103.81 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 105.71 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION



562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1AR	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-001	FRONT TOW HOOKS – FRAME MOUNTED
574-011	SINGLE LICENSE PLATE BUMPER MOUNTING ON LH SIDE
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
489-031	FACTORY INSTALLED BENDIX NEXT GEN SMARTIRE TIRE PRESSURE MONITORING SYSTEM WITH WHEEL RIM MOUNTED NEXT GEN SENSORS AND INTEGRATED IN DASH

Fifth Wheel

578-998	NO FIFTH WHEEL
---------	----------------

Fuel Tanks

204-215	50 GALLON SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

093-1RK	MICHELIN X WORKS Z 11R22.5 16 PLY RADIAL FRONT TIRES
094-13T	MICHELIN X WORKS D 11R22.5 16 PLY RADIAL REAR TIRES

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

N	502-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT 5.81 INSET ALUMINUM DISC FRONT WHEELS
---	---------	---



505-766	ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
50W-001	BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM WHEEL/RIM MOUNTED SENSORS, ALL AXLES
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
498-051	CHROME WHEEL NUT COVERS, METAL AND V2B DUAL SEAL INFLATOR CAPS, FRONT AND REAR

Cab Exterior

829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
678-001	LH AND RH GRAB HANDLES
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-002	TUNNEL/FIREWALL LINER
* 727-1B0	DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS CUSTOMER REQUESTED
726-001	SINGLE ELECTRIC HORN
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
302-047	LED AERODYNAMIC MARKER LIGHTS
311-001	DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-103	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
768-998	NO REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED
705-012	CAB ROOF REINFORCEMENTS FOR ROOF
754-008	2 ½ INCH FENDER EXTENSIONS



Cab Interior

055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-025	(1) 12V DASH MOUNTED POWER OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-004	REMOTE KEYLESS ENTRY AND 2 TRANSMITTERS
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-002	KEY QUANTITY OF 2
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-1AK	BLACK VINYL DRIVER SEAT COVER
761-1AK	BLACK VINYL PASSENGER SEAT COVER
763-105	NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
---------	--------------------------------



734-024	INTEGRATED UPPER & LOWER STORAGE PANELS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS
4C0-998	NO ADDITIONAL EXTRA SWITCH ACTUATORS
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
49B-006	ELECTRONIC STABILITY CONTROL, 4X2 W/SAFETY MIN BODY WEIGHT EXCEEDS 4,000LBS REQ
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
35M-010	QUICKFIT PROGRAMMABLE INTERFACE MODULE
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE
746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
78C-003	INTEROPERABLE SDAR ANTENNA



74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT
8D3-103	3 YEARS DETROIT CONNECT SAFETY EVENT VIEWER PACKAGE FOR DETROIT ASSURANCE DETROIT CONNECT PLATFORM
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
264-033	STEERING WHEEL MOUNTED ELECTRIC HORN CONTROL
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
721-001	97 DB BACKUP ALARM

Design

065-902	TWO COLOR CUSTOM PAINT
---------	------------------------

Color

980-6Y8	CAB COLOR A:Black FLNA 41878
981-38E	CAB COLOR B: Red FLNA 32538
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
969-998	NO CAB/BODY EXTERIOR DECALS
963-003	STANDARD E COAT/UNDERCOATING

CHASSIS TRIM

Commercial Chassis: The chassis steps shall be removed and replaced with full length aluminum treadplate steps.

SEATING CAPACITY

The seating capacity for this apparatus shall be (2) two. There shall be a permanent tag installed in the cab area displaying the total number of seated positions.

VERBIAGE TAG BEZEL ASSEMBLIES

Innovative Controls verbiage tag bezels shall be installed. The bezel assemblies will be used to identify apparatus components. These tags shall be designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The verbiage tag bezel assemblies shall include a chrome-plated plastic panel-mount bezel with a durable easy-to-read polycarbonate insert featuring specified verbiage. The polycarbonate graphic insert shall be sub-surface screen printed to eliminate the possibility of wear. UV resistant inks shall be used to reduce fading. Both the polycarbonate insert label and bezel shall be backed with 3M permanent adhesive.

FLUID CAPACITY AND TYPE DISPLAY

The fluid, engine, pump and related data shall be stored in the information section of the Class One 111267 Es-Key display module. The data contained shall specify the amount and type of oil and other fluids used in the vehicle. The display shall also provide a visual indication specifying the exact reason for a door ajar indication.

CONSOLE

There shall be a console fabricated and installed between the front seats in the cab. It shall be constructed of (.125) smooth aluminum. The entire console shall be powder coated tuxedo black. The rear of the console shall have a storage slot for map books.

The front of the console shall be able to contain but not limited to emergency light switching, siren, map light, radios, pump controls (items not included unless specified elsewhere in this document). The transmission selector may need to be relocated to the console in a commercial cab chassis. The front portion shall also be hinged for access and serviceability.

HELMET STORAGE

To meet the intent of NFPA 14.1.8.4.1, the helmet for each occupant shall be stored in an exterior compartment.

REAR TOW EYES

There shall be (2) two tow eyes provided at the rear of the apparatus. They shall be made of 1/2" thick Steel and be attached to weldments which are then attached to the chassis frame. The eyes shall be 3" in diameter.

MUD FLAPS

There shall be black thick hard rubber mud flaps provided at each of the rear wheel openings.

BATTERY CONDITIONER

A Kussmaul Auto Charge 40 LPC battery conditioner shall be supplied. The battery conditioner shall provide a 40 amp output for the chassis batteries and a 15 amp output circuit for accessory loads. The battery conditioner shall be mounted in the cab behind the rear console.

BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display shall be supplied. The battery conditioner display shall be mounted in the driver's step.

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the driver's step next to the display

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed. The electrical receptacle shall include a label with a chrome bezel located beneath labeled "20 AMP".

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner.

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a yellow cover.

AIR INLET

A 1/4" male air hose inlet shall be mounted in the driver's side step and shall be connected to the air reservoir tank. A 1/4" inline check valve shall be installed in the line. Air hose connection shall provide the capability of filling the air brake with air from an outside source.

AUTOMATIC TIRE CHAINS

A set of "On Spot" automatic tire chains shall be installed on the rear axle.

Chain Unit - There shall be one driver's side and one passenger's side chain unit. The chain unit shall be delivered fully assembled with the following components:

- a. An air cylinder containing one diaphragm, one return spring, one pushrod and a collapsible dust boot held in place with an Oetiker® style retainer to prevent foreign material from entering the air cylinder. The cylinder shall be assembled with a two-piece cylinder clamp. The air cylinder shall be cast aluminum and the lid shall be threaded to receive a 90-degree DOT approved air fitting. The cylinder and lid must be anodized for corrosion resistance. Each cylinder shall have 6 strengthening ribs. The cylinder wall thickness shall be a minimum of 6MM.
- b. An extension rod and ball joint assembly that is fastened to the cylinder pushrod by means of a left handed thread. The ball joint must have a provision for greasing.
- c. A swing arm that is connected to the ball joint assembly with a nylock lock nut on one side and is fastened to the cylinder bracket at the pivot point. The arm shall be supported by 2 greasable arm bushings. The arm shall be one-piece hardened alloy material that is formed in such a fashion that it allows the chain wheel to contact the vehicle tire at 3-1/2 to 4 inches off the ground.
- d. A chain wheel that is fastened to the arm with one 20 MM bolt that is hardened to Metric Grade 8.8 along with a hardened lock nut. The bolt shall also come with two chain wheel spacers for wheel height adjustment. The chain wheel shall be 7-3/4 inches in diameter and shall be constructed of a one-piece cast aluminum center hub that contains two maintenance-free sealed bearings. The circumference of the chain wheel shall be rubber coated so that it may ride on the inside of the vehicle tire without causing any damage to the tire. There shall be 6 lengths of chains approximately 13 inches long that shall be welded to a single steel ring at 60-degree intervals. The steel ring shall be bolted to the center hub with 6 Grade 8 cap screws and locknuts. Each length of chain shall contain up to 10 twisted, links that are square-cut to provide for maximum traction in forward and reverse. Each chain wheel shall be delivered with a chain wheel helmet to protect the chain wheel bearing and casting.



MOUNTING BRACKET ASSEMBLY - There shall be one driver's side and one passenger's side mounting bracket. The mounting bracket shall be constructed of ASTM-A-36 steel that is 5/8 inches in thickness and shall be one piece. The mounting bracket shall include 5 holes for mounting. Three of these holes shall be for attachment to the rear suspension and two of the holes shall provide for attachment of the chain unit. Two grade 8 hardened cap screws; lock nuts and flat washers shall be provided for the attachment of each chain unit. The bracket shall attach to three of the four U-bolt legs via certified Grade 8 coupling nuts, manufactured in accordance with SAE specifications, designed in such a way that they may be threaded onto the U-bolt legs on one side of the nut and allow the mounting bracket to be bolted to the opposite side of the nut. All hardware including the coupling nuts must be certified Grade 8 and have zinc yellow chromate coating for corrosion resistance.

Solenoid - A continuous duty solenoid must be provided that, when activated by the dashboard switch, opens and allows compressed air to flow to the chain units. Compressed air shall be delivered to the solenoid from the vehicle's air tank. The solenoid shall be mounted on the frame rail or cross member in close proximity of the chain units. This air/electric solenoid must be 12-volts and draw no more than 1 ampere of current. Electrical wire shall be in accordance with NFPA 1901 standards. The solenoid must have a muffler/filter to keep debris out of the solenoid and be sealed to the body of the solenoid via a rubber gasket.

Dashboard Switch - A 12-volt dashboard switch shall be provided so that the operator may engage the chains from the driver's seat. The switch must be lighted to indicate when the chains are engaged. The switch must come complete with a switch guard to avoid accidental engagement of the automatic chains. The switch guard must be properly labeled. A dashboard sticker with operating instructions must be provided.

System Connection Components - The system shall be delivered with all wire, fittings, and tubing necessary to complete the installation. Documentation must include mounting instructions, warranty card, and operating instructions via a dashboard sticker as well as a card or booklet that outlines operating and maintenance instructions for the Fleet Manager. A video tape with installation, maintenance and operating instructions must be included with the system. The system shall carry a one-year warranty covering any defects in material or workmanship.

FINALIZATION & DETAILING

Prior to delivery the vehicle, the interior and exterior be cleaned and detailed. The finalization process detailing shall include installation of NFPA required labels, checking fluid levels, sealing and caulking required areas of the cab and body, rust proofing, paint touch-up, etc.

BODY SUBSTRUCTURE – GALVANIZED STEEL

Due to a greater weld strength and endurance limits of steel and to maintain the compatibility of metals where the substructure meets the chassis frame rails there shall be a steel substructure of 2-1/2" Square Tube wall thickness (.187) that extends under the tank and out to the end of the compartments. This substructure shall have a 3" x 3" x 3/16" Angle welded to the top for the tank to rest in. There shall be 1/4" thick rubber liner between the steel and the chassis frame and also between the steel and the tank.

The body shall be attached to this substructure with 1/2" steel bolts. The extrusion shall be sleeved where the bolt passes through it. There shall be delrin bushings between the substructure and the aluminum extrusion to prevent electrolysis. The substructure shall be hot dip galvanized and shall be attached to the chassis using isolated rubber mounts.

BODY MOUNTING

There shall be heavy duty galvanized 1/2" thick structural steel angle brackets attached directly to the chassis frame rail at pre determined locations with 7/8" grade 8 bolts, locking nuts and flat washers. The body sub frame shall have 1/2" thick structural steel brackets installed with 7/8" grade 8 bolts, locking nuts and flat washers in coordinating locations with the chassis frame brackets.

There shall be flexible rubber isolation disks installed between the chassis frame and body subframe brackets. The isolation disks shall include an elastomeric ring and an elastomeric bushing bonded to a center metal spacer. The isolation disks shall be held in place with a 7/8" grade 8 bolt with locking nut and flat washer.

This allows proper flexion of the unit as a whole and shall reduce tension throughout the body assembly.

APPARATUS BODY-EXTRUDED ALUMINUM

The body shall be constructed entirely of 3003-H14 aluminum sheet metal, 6063 and 6061 extrusions. The interlocking framework constructed of aluminum tube extrusions shall be electrically seamed welded at each joint using aluminum alloy welding wire. The entire body shall be completely sanded and deburred to ensure a smooth finish.

The front of the body shall be covered with 0.100" treadplate.

The wheel wells shall have a 1/8" embossed treadplate skin with 1/8" smooth aluminum liners. The liners can be removable for access to the spring hangers.



COMPARTMENTS-ALUMINUM

They shall be constructed of aluminum. **The floors of all compartments shall be 3003H14 smooth aluminum (.187). All compartments shall have an aluminum-fabricated channel welded under each compartment for added strength for heavy items.** The wall and ceiling of each compartment shall be 3003H14 Smooth aluminum (.125). The compartment shall not be painted to provide a long lasting chip free finish. Each compartment shall be ventilated at the rear wall of the compartment. **NO WIRING OR SWITCHES SHALL BE EXPOSED IN THE COMPARTMENTS.**

The compartments shall be installed into a groove in the wall of the extrusion. They shall be welded from the backside of the compartment. There shall be no visible welds in the interior of the compartments.

In No Case shall the Aluminum Walkways be used to form the tops of any compartment.

COMPARTMENT SIZES

LEFT SIDE:

L1	48" W x 65" H x Transverse
L2	49" W x 65" H x Transverse
L3	56" W x 34" H x Transverse
L4	39" W x 65" H x 25" D

RIGHT SIDE:

R1	48" W x 65" H x Transverse
R2	49" W x 65" H x Transverse
R3	56" W x 34" H x Transverse
R4	39" W x 65" H x 25" D

REAR:

B-1	43" W x 65" H x 30" D
-----	-----------------------

TAILBOARD

There shall be a minimum of a 12" deep tailboard constructed out of 1/8" embossed treadplate.

OVERHEAD WALKWAY

The upper walkway will be finished with 0.100 tread plate on the vertical sidewalls and NFPA compliant 1/8" embossed tread plate on the walking surface. The entire area will be sealed and waterproof to the compartments below.

LED Silho lights shall illuminate the walkway.

WALKWAYS

All walkways shall be covered with 1/8" embossed aluminum treadplate (.125). Each walkway shall be supported to hold the weight of firefighters by using (.187) wall aluminum extrusions. The rear and side step covers shall be bolted on for ease of service and replacement and spaced 1/2" from the body to allow for water runoff. These steps and walkways shall be bolted on using stainless steel bolts.

COMPARTMENT ROLL UP DOORS

All exterior side body compartments shall be equipped with ROM roll-up shutter doors with a natural un-painted finish.

The rear compartment door shall be natural un-painted and shall have a tall bottom rail.

The roll up door(s) shall be fabricated from aluminum extrusions and be manufactured and assembled in the United States.

The door slats shall be double-wall extrusions with dimensions of 1.366" high x .315" thick. The exterior surface shall be flat and the interior surface concave to deflect loose equipment to prevent the door from jamming. Each slat shall have interlocking end shoes to prevent the slat from moving side to side resulting in binding of the door. Each slat shall be separated by a co-extruded PVC and rubber inner seal to prevent metal to metal contact and minimize dirt and moisture from entering the compartment. The inner seal shall not be visible from the exterior to maintain a clean appearance of door. The slats shall have interlocking joints with a folding locking flange to provide security and prevent penetration by sharp objects.

The track shall be a one (1) piece aluminum assembly that has an attaching flange and finishing flange incorporated into the design that facilitates installation and provides a finished look to the door without additional trim or caulking. A low profile side seal shall be utilized to maximize usable compartment space.

A drip rail designed to prevent water from dripping into the compartment shall be provided. The drip rail shall have a built in replaceable non-contacting seal to eliminate scratching of the surface of the door.

Bottom rail extrusion must have smooth back to prevent loose equipment from jamming the door and have "V" shaped double seal to prevent water and debris from entering the compartment. A two (2) inch wide finger pull shall be integrated into the bottom rail extrusion for easy one hand opening and closing. The door latch system shall be a full width one (1) piece lift bar that enables the user to operate with one hand.

A magnetic door ajar system shall be integrated in the lift bar handle and the lift bar handle retainer block to signal an open door.

The roll mechanism shall have a clip system that connects the curtain slats to the operator drum to allow for easy tension adjustment without tools. A four (4) inch diameter counterbalanced operator drum to shall be incorporated to assist in lifting the door.

All associated door wiring shall exit at the bottom of each door track.

ROM DOOR PULL DOWN STRAPS

Each roll-up door will include a ROM elastic door strap to assist in closing the doors.

FLOOR MATTING

There shall be Heavy Load “Turtle Tile” floor matting installed on the floor of all compartments. Additional “Turtle Tile” shall be installed on all adjustable shelving and roll out trays.

SCBA BOTTLE STORAGE

There shall be (4) Cast Products AD2001 SCBA storage tubes. They shall be one piece injection molded plastic, designed specifically for Wheel well storage and set into the rear wheel wells.

The cylinder shall be slanted 5 degrees so the bottle shall stay in the cylinder. There shall be a nylon strap to further aid in bottle retention.

A Cast Products aluminum door shall be provided for each cylinder.

UPPER COMPARTMENTS

There shall be two (2) upper storage compartments located on the left side of the upper body. They shall have a bright aluminum treadplate lid hinged on the outside with gas struts to keep the lids in the up position. These compartments shall be of double wall construction and extend 2" beyond the top of the walkway to assure a watertight compartment. These cavity modules shall be constructed on .125 smooth aluminum plate.

There shall be two (2) Tec-NiQ E-10 LED lights provided under the lip of each compartment. There shall be a magnetic reed switch provide in the lid that shall activate the compartment lights and the door ajar system when the parking brake is released.

Note: The latches shall not be more than 48” apart.

RUB RAILS

There shall be bolt on 7/8" x 3" clear anodized aluminum extrusion rub rails around the base of the body spaced 1/2" from the body with Delrin spacers. The rub rails shall be mounted to the body with 1/4-20 stainless steel counter sunk screws a minimum of 12" apart. The rub rail shall be a C-channel shape and feature 4 grooves in the extrusion. There shall be a polished aluminum fenderette attached to the fender liners.

REAR ACCESS LADDER

There will be an access ladder provided at the right rear of the truck. It will be a custom stainless steel folding ladder. The rungs will not interfere with the rear tail, warning or scene lights. The ladder shall be constructed to allow ease of access to the upper walkway.

REAR UPPER LANDING AREA

There shall be a rear upper landing area immediately above the ladder and behind the officer's side coffin compartment. It shall measure approximately 26" D x 17" H x 22" W

GRAB RAILS AND STEPS

There shall be 1-1/4" grab rails with slip resistance coverings and chrome stanchions in the following locations:

(1) Hand Rail at the rear of the body. Location to be determined at final inspection.

PAINT

The apparatus body shall be painted Sikkens (Black FLNA 41878/ Red FLNA 32538). The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The aluminum body exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body. Any vertically or horizontally hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on body, door jambs and door edges.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Surface Cleaning - all aluminum surfaces shall be cleaned with the M600 to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens 262 Epoxy - shall be applied to provide superior corrosion resistance and excellent adhesion of the base coat.

- Sikkens LV 650 Primer – shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LV650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens Autoclear III (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of three (3) coats shall be applied.

Any location where aluminum is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

The apparatus cab color shall be black over red, the apparatus body shall be black over red.

STRIPING AND LETTERING

A custom striping and lettering package shall be provided that matches the departments existing apparatus. There could be an additional charge for any changes made from the departments existing striping and lettering configuration.

There shall be red/fluorescent yellow scotchlite chevron markings covering at least 50 percent of the rear-facing vertical surfaces, visible from the rear of the apparatus, excluding any pump panel areas not covered by a door, arranged in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees. Each stripe shall be a minimum of 6" in width.

UNDERCOATING

There shall be Rubberized undercoating applied to the underside of the cab and the body just prior to delivery.

LADDER STORAGE

There shall be a storage area located in the upper passenger rear area of the apparatus. It will be inset in the walkway and shall accommodate the following:

- A.) 24' 2 section extension ladder
- B.) 10' folding

The compartment shall be encased to provide protection of the ladders from the elements. This shall be accomplished by constructing a tray of 1/8" smooth aluminum plate with the

bottom lined with Delrin strips for ease of ladder removal. Each ladder shall be able to be removed separately. It shall have a bright 1/8" aluminum embossed treadplate door.

PIKE POLE STORAGE

There shall be a storage area located in the ceiling of compartments L1/R1 that shall accommodate the following:

- A.) (4) 6' Pike poles
- B.) (2) 3' Pike poles with D-Handles

COMBINATION LADDER STORAGE

The combination ladder shall be mounted in a compartment (TBD).

BACKBOARD & STOKES BASKET STORAGE

There shall be storage provided for two (2) horizontally installed customer supplied backboards in the upper section of compartments L2/R2. It shall be constructed of .125 aluminum sheet and be accessible from either side. There shall be a Velcro strap installed on both sides to keep the backboards in place.

There shall be storage provided for one (1) horizontally installed customer supplied stokes basket in the upper section of compartments L2/R2 alongside the backboard storage compartments. It shall be constructed of .125 aluminum sheet and be accessible from either side. There shall be a Velcro strap installed on both sides to keep the stokes basket in place.

ADJUSTABLE SHELF TRACK

An extruded aluminum track with a minimum wall thickness of (.187) shall be installed in four locations in a 24" deep compartment and two locations in a 14" deep compartment.

They shall be securely fastened to the wall of the compartment with stainless steel fasteners.

These tracks shall be installed in the following compartments – L1, L2, L4, B1, R1, R2.

ADJUSTABLE SHELVES

The shelves shall be constructed of (.187) smooth aluminum sheet. (No Exceptions). They shall be bent up two inches on the front and rear edges.

The shelf shall be attached to the adjustable brackets with a minimum of 1/4-20 bolts with spring nuts.



HEAVY DUTY DRAWER SLIDE TRAYS

The tray pans shall be constructed of (.187) smooth aluminum sheet. They shall be bent up two inches (3") on all four corners.

The apparatus shall be equipped with heavy duty drawer slide trays with a locking handle.

The tray shall have a capacity of 500 pounds and shall extend 100% of the compartment depth.

SLIDEMASTER ROLL OUT TRAYS

The tray pans shall be constructed of (.187) smooth aluminum sheet. They shall be bent up two inches (2") on all four corners.

The apparatus shall be equipped with SlideMaster Brand slide out trays. The slides shall be constructed of aluminum channels and shall slide with ball bearings.

There shall be a lifetime limited warranty on the slide unit. The lifetime limited warranty applies to original purchaser only and is not transferable. Innovative Industries Inc. shall, at it's option repair, replace, or authorize appropriate adjustments to the limits stated in this warranty.

The slide master tray shall have a capacity of 600 pounds and shall extend 100% of the compartment depth.

ROLL OUT TILT DOWN TRAY

The apparatus shall be equipped with SlideMaster Brand roll out tilt down trays. The slides shall be constructed of aluminum channels and shall slide with ball bearings. The tray pans shall be constructed of (.187) smooth aluminum sheet. They shall be bent up two inches (2") on all four corners.

There shall be a lifetime limited warranty on the tilt unit. The lifetime limited warranty applies to original purchaser only and is not transferable. Innovative Industries Inc. shall, at it's option repair, replace, or authorize appropriate adjustments to the limits stated in this warranty.

The slide master tray shall have a capacity of 250 pounds.



COMPARTMENT LAYOUT

L-1

½ depth heavy-duty drawer slide with adjustable spine board

L-2

½ depth heavy-duty drawer slide

L-3

Roll out tilt down tray

L-4

Two (2) adjustable shelves

R-1

½ depth heavy-duty drawer slide with adjustable spine board

R-2

½ depth heavy-duty drawer slide

R-3

Roll out tilt down tray

R-4

American Airworks Spacesaver 2 fill station

B-1

One (1) SlideMaster roll out tray

One (1) Roll out tilt down tray

CLASS ONE - DIGITAL DISPLAY

This display shall be mounted on the dash in view of the officer. This display shall provide time along shall multiple diagnostic displays, Compartment and Cab door status for EACH of the individual doors (Cab doors on custom chassis only). It shall have circuit and multiplex reporting, and load management functions. **The display shall be able to contain department-supplied information in text form.**

VMUX - MULTIPLEXED ELECTRICAL MANAGEMENT SYSTEM

General Overview Requirements

The apparatus shall be equipped with a fully multiplexed electrical system. The system shall be compatible with the chassis supplied multiplexed electrical system and fully interfaced using the same diagnostics.

It shall be a peer-to-peer network consisting of all solid state nodes. Each node shall have the ability to control its own inputs and outputs. All inputs and outputs shall be configured into a scaleable electrical harness utilizing Deutsche connectors. The nodes must be weatherproof and not require special mounting requirements away from wet environments.

The system, at a minimum, shall be capable of performing the following functions: load management sequencing, switch loads, receive digital and analog signals, perform and report diagnostics, continuously report vehicle status and the system shall be expandable.

"Real Time" data must be capable of being reported and displayed through dedicated operator interface modules.

The multiplex system shall be easily fielded re-programmable and re-configurable by either the factory or a factory authorized service center.

The system shall have the following minimum features:

- a. Total load management
- b. Load shedding capabilities (*shall begin load shedding when voltage drops below selected level after a 2-minute period per output.*)
- c. Load sequencing capabilities
- d. "On-board" diagnostics readout
- e. Error reporting
- f. Full color graphics data display
- g. Continuous system monitoring and reporting
- h. Emergency warning light flasher
- i. Door ajar warning system
- j. Real time clock

Message Capabilities

The multiplex system shall have the capability to display diagnostics messages such as short or open circuits. The system shall display load shedding levels and also display when a compartment door is not secure or other equipment is not properly stowed, such as light tower.

Real-time Diagnostics

The system shall provide instant message feedback based on an output failure (i.e: burned out bulb or electrical short). The error message shall remain displayed until such time as the "acknowledge" button is depressed. The output shall turn off whenever there is a short circuit or over current condition and shall not reactivate until the system power is reset.

PC Diagnostics

The system shall incorporate a feature that enables a service representative to troubleshoot, repair and replace nodes in the system, should they for any reason fail. It shall be run via a

PC interface and shall monitor all system information. All messages going across the communications bus must be seen on the screen, including analog information. Each node must be capable of being queried for its own voltage drop and capable of obtaining the status of all inputs and outputs from the diagnostics interface.

PC Programming

The system must be programmable at the factory in a language that can be downloaded to a remote service representative's PC or down loader tool with all OEM data, as programmed for this specific apparatus and allow field reprogramming changes as provided by the apparatus manufacturer.

System Troubleshooting Guide

A troubleshooting guide must be provided with each delivered apparatus, placed within the Owner's Manual. The guide shall outline, in simplistic language, how to perform system diagnostics and troubleshooting and how to reset default circuits.

SWITCHES CENTER CONSOLE

The center console shall include all necessary rocker switches in a single row across the top of the panel. Each rocker switch will have an appropriate legend engraved directly on the switch face and feature an indicator light. All switch legends shall have backlighting provided.

WIRING

All wiring shall be compliant with NFPA 1901, 2009 version. All wires shall be function coded every 3". The wire shall be stranded copper of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. All connections shall be made with uninsulated crimp type connectors. **All connections shall then be covered with sealing heat shrink tubing to seal out moisture and prevent corrosion. The use of nylon or plastic covered connectors, or insulation piercing connectors is strictly forbidden.**

All wiring shall be covered in a split loom with a minimum rating of 289 F (143 C). Wiring shall be thoroughly secured in place and protected against heat, liquid contaminants, and damage.

EMI/RFI PROTECTION

The electrical system proposed shall include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components shall be used to insure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed shall have the ability to operate in the electromagnetic

environment typically found in fire ground operations. The contractor shall be able to demonstrate the EMI and RFI testing has been done and meets SAE J551 requirements.

EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system shall be designed to full compatibility with low-level control signals and high-powered two-way radio communications systems. Harness and cable routing shall be given careful attention to minimize the potential for conducting and radiated EMI/RFI susceptibility.

GROUNDING

All warning equipment grounds shall be run to the battery. All module grounds in the multiplex system shall be dedicated clean grounds directly to the battery.

TESTING AND DOCUMENTATION

The apparatus low voltage electrical system shall be tested and certified by the manufacturer. The following tests shall be performed: Reserve capacity test, alternator performance at idle test, and alternator performance at full load test and low voltage alarm test.

The low voltage electrical system shall be tested for a minimum of two hours of continuous duty.

There shall be an as built electrical diagram supplied as well as a harness diagram. Also there shall be documentation of the electrical performance tests and a written load analysis. The manufacturer shall keep extra copies of all testing documentation and electrical diagrams for future reference.

DOT LIGHTS

There shall be Whelen 600 series lights with polished aluminum bezels, (2) LED Stop, (2) Amber LED arrow turn signals, (2) LED white back up lamps provided. There shall be a back up alarm and be all necessary LED ICC lights and reflectors installed on the apparatus.

LICENSE PLATE LIGHT

There shall be a LED lighted license plate bracket provided at the rear of the apparatus.

COMPARTMENT AND WORK LIGHTING

There shall be R•O•M V4 LED compartment lights supplied, lights shall be located on both sides of each compartment door opening. Lights shall be designed and manufactured to be water proof meeting the IPX7 industry standard. Lights shall have a streamline optic lens and a fixed lumen output across 9-16vdc and produce a bright 112 Lumens per 12 inch section (nominal). LED lights shall draw no more than 0.22 amps at 12.8vdc per 12 inch

section of light strip. LED lights shall be mounted in an anodized aluminum track provided by R•O•M either as a stand alone unit or an integrated part of the roll up shutter door track. LED lights shall be of interlocking design and shall be able to be serviced/replaced without the removal of light assembly or shutter door. LED lights shall be able to be integrated with any door switch control wired either negative switching or positive switching.

In the event of voltage dropping below 12.5 volts the lights shall automatically go into pulse width modulation decreasing the amp draw of the lights by 40%

Magnetic switches located in the lift bar assembly of each roll up door shall turn on the compartment lights when opened. The same switch shall also control a red flashing light in the cab. Any equipment rack that is not in the stowed position shall also activate this light. This light shall be labeled: "Do Not Move Apparatus When Light Is On" The door ajar light shall only activate when the park brake is released.

Additionally all compartment and cab doors as well as all equipment racks and extending equipment shall have their status monitored by the digital display.

A heavy-duty magnetic switch shall be provided and flush mounted into the doorframe to activate the light when the compartment is opened. In a roll up door application the door ajar switch shall be provided by the roll up Door Company. The same switch shall also control a red flashing door ajar light that is in the cab. This light shall be marked "Do Not Move Apparatus When Light Is On". Additionally any equipment rack that is not in the stowed position shall be connected to this light. The door ajar light shall only operate when the park brake is released. An information center shall be provided in view of the officers to specifically tell the officer why the door ajar light is on.

The apparatus shall have sufficient Tec-NiQ LED lighting to properly illuminate the crew compartments, any operator's panel, the pump compartment, hose bed and the engine compartment. The engine compartment and pump compartment lights shall be switched with the pump panel lights. The pump panel lighting shall activate when the truck is placed into pump gear, or with a switch on the pump panel and a portion with the park brake application.

The apparatus shall be equipped with LED ground lighting in areas designed for personnel to climb onto or descend from the apparatus, under the cab and at mid and rear body locations. Lighting designed to provide illumination on areas under the driver and crew area exits, ground lights, and step lights shall be activated automatically when the parking brake is set and the tail lamps are "on". The work area immediately behind the apparatus shall have sufficient lighting as to illuminate a 10' by 10' square to the rear of the apparatus.

GROUND LIGHTS – COMMERCIAL CHASSIS

There shall be ten (10) Tecniq model E10 LED ground lights mounted to the underside of the vehicle. The ground lighting shall be activated when the parking brake is set, the vehicle is placed in reverse or when each respective turn signal is activated.

CAMERA REARVIEW WITH LCD DISPLAY

There shall be a rearview camera, complete with a LCD display monitor supplied. For viewing a monitor with color display and day and night brightness modes shall be installed in view of the driver.

The rear camera shall be installed in a manner to prevent damage from hose or equipment deployment.

WARNING EQUIPMENT STANDARDS

All optical warning equipment shall conform to the NFPA 1901, 2009 version standard. The optical warning system shall be divided into upper and lower warning levels. There shall be four warning zones as specified by NFPA. The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for right of way. The other mode shall signal that the apparatus is stopped and is blocking the right of way. The scene mode shall switch automatically when the park brake is applied. The optical warning system shall meet the electromagnetic interference suppression limits specified in SAE J551.

VISUAL WARNING ZONES

The apparatus shall be divided into warning zones as recommended by NFPA Pamphlet 1901. Zones A, B, C, and D shall represent the front, right side, rear, and left side of the apparatus respectively. Further, each zone shall be horizontally divided into an upper and lower zone.

The permissible colors or combination of colors in each zone with regards to signaling mode shall be as follows:

Calling for Right-of-Way

- Red - Any Zone
- Blue - Any Zone
- Yellow - Any Zone Except A
- White - Any Zone Except C

Blocking Right-of-Way

- Red - Any Zone
- Blue - Any Zone
- Yellow - Any Zone
- White - Not Permitted

\



MODE SWITCHING

Switching shall be provided that senses the position of the parking brake. When the parking brake is not engaged the visual warning system shall be in the "Requesting Right of Way" mode. When the parking brake is engaged the visual warning system shall begin the "Blocking Right of Way" mode. Switching between the two visual warning system modes shall require no action by the operator other than setting the chassis parking brake.

WARNING EQUIPMENT-WHELEN LED

Zone A: Front, Upper

(1) Whelen Freedom NFPA 55" 12 head LED Light Bar provided and installed on the cab. The LED light colors shall be (6) red (2) white (4) blue and the lenses shall be clear.

Zone A: Front, Lower

(2) Whelen 600 series Super LED Lights, one (1) red and one (1) blue.

Zone B: Side, Upper

(2) Whelen 900 series Super LED lights, one (1) red and one (1) blue mounted on the front and rear upper corners of the body side above the left compartments.

Zone B: Side, Lower

(2) Whelen 600 series Super LED lights, one (1) red and one (1) blue.

Zone C: Rear, Upper

(2) Whelen 900 series Super LED lights, one (1) red and one (1) blue.

Zone C: Rear, Lower

(2) Whelen 600 series Super LED lights, one (1) red and one (1) blue.

Zone D: Side, Upper

(2) Whelen 900 series Super LED lights, one (1) red and one (1) blue mounted on the front and rear upper corners of the body side above the right compartments.

Zone D: Side, Lower

(2) Whelen 600 series Super LED lights, one (1) red and one (1) blue.

ELECTRONIC SIREN & SPEAKER

There shall be a Whelen 295HFS2 electronic siren provided and installed in the cab of the apparatus.

One (1) Cast Products speaker shall be provided and installed in the front bumper.

12 VOLT BODY SCENE LIGHTS - FIRETECH

There shall be four (4) Firetech model FT-GESM Guardian Elite LED scene lights provided, two (2) each side, forward and rear of the body which shall be surface mounted with chrome bezels.

They shall be wired through two (2) rocker switches in the cab marked "Right Scene" and "Left Scene".

There shall be two (2) Firetech model FT-GESM Guardian Elite LED scene lights provided on the rear of the body which shall be surface mounted with chrome bezels.

They shall be wired through one (1) rocker switch in the cab marked "Rear Scene".

The rear scene shall be wired to come on when the truck is placed into reverse gear.

BROW LIGHTS

The front of the cab shall include two (2) Whelen Pioneer model PFH2 contour roof mount scene lights with PBHM2C mounting brackets installed on the brow of the cab.

Each 150 watt lamp head shall incorporate a 12 volt DC Super-LED flood light installed in a die-cast aluminum housing. Each lamp head shall use a collimator/metalized redux flood reflector assembly with Proclera™ silicone optics and a clear non-optic polycarbonate lens. The lens/reflector assembly shall utilize a liquid injected molded silicone gasket to be resistant to water, moisture, dust, and other environmental conditions. The PFH2 shall be vibration resistant. The Pioneer PC boards shall be conformal coated for additional protection. Each combination flood light lamp head shall draw 13.0 amps in spotlight mode and generate 17,750 lumens total. Each lamp head shall measure 4.25 inches in height X 14.00 inches in width. The lamp heads and brackets shall be powder coated white.

INVERTER SYSTEM

An AIMS Model PWRINV30001212 0W inverter system shall be provided on the apparatus in the upper forward compartment on the driver's side. The system shall convert 12-volt DC to 110-volt AC. The inverter shall produce 3,000 peak watts and 110-volt AC power. The inverter will be powered by a Trombetta solenoid that will automatically power up when the truck is turned on.

POWER DISTRIBUTION CENTER

There shall be a 6-place Square D Main Power Distribution Panel. This panel shall have appropriately rated 110V Breakers installed and be fully recessed into the compartment side wall.



Grounding and Bonding shall be done in accordance with NEC Section 250-6, 310-15.

All wiring shall be copper conductor rated at least 115% of nameplate amperage. The wiring shall be installed according to NFPA 1901-2009 Section 19-9 through 19-10.5.

POWER STRIP

There shall be two (2) power strips installed in the following locations: L4 and B1

110V TRANSFER SWITCH

A 110 volt transfer switch shall be provided and installed.

The transfer switch shall be wired to the shoreline to allow for the operation of specified 110 volt onboard equipment.

AMERICAN AIRWORKS AIR SYSTEM

There shall be four (4) ISO 6000 psi cylinders mounted under the upper walkway. The custom air control panel and Spacesaver 2 fill station will be mounted in compartment R-4.

MOBILE RADIO INSTALLATION

The manufacturer will install one (1) department supplied mobile radio in the dash or console of the cab. Appropriately rated power and ground shall be provided however the fuse(s) will not be installed until the system can be evaluated by a certified radio installer. The antenna shall also be stubbed off and routed to the cab roof. No charge or whip will be installed and will not be connected to the mobile radio and will be done by the local certified radio installer.

NFPA EQUIPMENT CLARIFICATION:

Any equipment specified in the "Minor Equipment" section (e.g. hose, nozzles, adapters, AED, traffic cones, traffic safety vests, etc.) of NFPA 1901 for each apparatus classification (see below) which is not specified in this proposal shall be considered to be customer supplied.

Apparatus Type	NFPA Section
Pumper	5.8
Initial Attack	6.7
Mobile Water Supply	7.7
Aerial	8.8
Quint	9.8
Special Service	10.5
Mobile Foam	11.9



LOOSE EQUIPMENT

- 1- 24' Aluminum 2- Section Extension Ladder, Duo Safety
- 1- 10' Folding Ladder Aluminum, Duo Safety
- 1- 17' Combination Ladder
- 4 – 6' Fiberglass Pike Poles
- 2 – 3' Fiberglass Pike Pole with D-Handles
- 2- 2-SAC-44 Zico Folding Wheel Chocks, Mounted
- Customer Installed David Clark System: (Parts Only)
 - (1) 12V Master Station
 - (1) Radio Cord Junction Module
 - (1) Radio Interface Module/Headset Station
 - (1) Radio Interface/ Headset Station
 - (2) Jumper Cords – 12 ft.
 - (1) Power Cord – 20 ft.
 - (2) Radio Interface Module Cords – 20 ft.
 - (1) Radio Module to Motorola Cord – 20 ft.
 - (2) Headsets, 6' ext. Coil Cord, Mic On/Off

REQUESTED COUNCIL MEETING DATE: December 19, 2023

ITEM: Bill No. 2023-202: Neosho City/ Neosho Area Fire Protection District Contract

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2023-202 NAFPD and Neosho Fire MOU 2024

2. Contract

PURPOSE:

The purpose of this agenda item is to renew the City/NAFPD contract.

BACKGROUND:

This is the contract that The City of Neosho and the Neosho Area Fire Protection District(NAFPD) agree upon that allows NAFPD to contract with the City of Neosho for fire protection personnel services. The price of the contract went up this year to \$130,000. It has also been amended to a renewal of 3-1-1. The contract also states the district is responsible for annual costs of physicals/x-rays for firefighters, training costs, and clothing costs per year. The first 3 years the contract will stand. If there does not need to be any amendments in year 4, the contract will auto-renew for a year, and so on for the fifth year. After 5 years, the contract will need to be reviewed and a new contract proposed and brought before the City Council. This contract has been reviewed and approved by the City Attorney.

RECOMMENDATION:

Staff recommends approval of the contract and allowing the Mayor to sign it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding and Agreement with the Neosho Area Fire Protection District, a fire protection district and political subdivision of the State of Missouri, for the purpose of providing fire protection services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Memorandum of Understanding and Agreement by and between the City of Neosho and the Neosho Area Fire Protection District, a fire protection district and political subdivision of the State of Missouri, for the purpose of providing fire protection services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("this Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Neosho, Missouri**, a Missouri Municipal Corporation ("City"), and the **Neosho Area Fire Protection District**, a fire protection district and political subdivision of the State of Missouri ("District"), collectively referred to as "the Parties".

WHEREAS, City and District are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo.; and

WHEREAS, City and District desire to contract and cooperate for the planning, development, and operation of a public improvement or facility, and for a common service, specifically, fire protection services ("the Project"); and

WHEREAS, City intends to furnish the personnel related to the Project, and District plans to provide the property and equipment related to the Project.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The term of this Agreement is from January 1, 2024, to December 31, 2026, unless terminated earlier as provided herein. This Agreement shall automatically renew for two additional terms of one (1) year for a total of up to five (5) years.

3. City's Responsibilities. City shall have the following responsibilities under this Agreement:

A. To communicate with District on material issues throughout the Project.

B. To respond to calls for fire service within District's boundaries, as depicted in Exhibit A, attached hereto and incorporated by reference. However, this Agreement shall not be construed to require City to hire personnel. City shall maintain all records required by law related to said calls for fire service. The Parties shall update Exhibit A on an annual basis; however, the boundaries of District may not be expanded without City's prior written consent.

C. To properly maintain, repair, and store District's personal property and equipment, as itemized in Exhibit B, attached hereto and incorporated by reference. City shall maintain any related equipment maintenance logs.

4. District's Responsibilities. District shall have the following responsibilities under

this Agreement:

- A. To communicate with City on material issues throughout the Project.
 - B. To allow City to use District's fire station located at 13002 Ireland Lane, Neosho, MO 64850.
 - C. To allow City to use District's personal property and equipment, as itemized in Exhibit B. The Parties shall update Exhibit B on an annual basis; however, City's use of any personal property and equipment may not be withdrawn without City's prior written consent. District shall be responsible for providing fuel for the use of its personal property and equipment related to responding to calls for service within District's boundaries. City shall have the discretion to use District's personal property and equipment for the purpose of responding to calls for fire service within City's boundaries, as well as for non-emergency purposes.
 - D. To ensure clear title to and make any necessary financing and lease payments for District's personal property and equipment, as itemized in Exhibit B.
 - E. To pay City the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) as follows: Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33) on or before March 15; Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33) on or before April 15; and Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$43,333.34) on or before May 15. City's expenditure of these funds shall be consistent with District's purchasing policy.
 - F. To reimburse City for District's proportional use of National Fire Incident Reporting Software (NFIRS), which will be calculated at the end of every fiscal year (September 30). For example, if the Parties collectively receive 100 calls for service, and 25 calls are for service within District's boundaries, District shall be responsible for 25% of said software costs.
 - G. To consider City's annual request for District's contribution for the costs of education, training, annual physicals, x-rays, and uniforms.
5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.
6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.
7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

9. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. City is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. City is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

12. Insurance. The Parties shall secure and maintain at their own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect themselves and the interests of the other party against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall have limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

13. Non-Appropriation. Notwithstanding any provision herein to the contrary, the Parties are obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year at the discretion of each party. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of either party to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by the other party.

14. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and District at the addresses as follows:

City of Neosho, Missouri
ATTN: City Manager
203 E. Main St.
Neosho, MO 64850

Neosho Area Fire Protection District
ATTN: President
P.O. Box 7
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

15. Records and Audits. City shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the District or any authorized representative, and will be retained for three years after the expiration of this Agreement.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

18. Termination. Either party may terminate this Agreement, without cause, on 90 days' written notice to the other party. In the event of early termination, District shall be entitled to a pro rata return of any payments made for that year. At termination, City shall return District's personal property and equipment, as itemized in Exhibit B, within thirty (30) days thereof.

19. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

20. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

NEOSHO AREA FIRE PROTECTION DISTRICT

Richard Davidson, Mayor

Terry Cook, President

ATTEST:

ATTEST:

Cheyenne Wright, City Clerk

Greg Hickman, Secretary

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into a Memorandum of Understanding and Agreement with the Neosho Area Fire Protection District, a fire protection district and political subdivision of the State of Missouri, for the purpose of providing fire protection services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Memorandum of Understanding and Agreement by and between the City of Neosho and the Neosho Area Fire Protection District, a fire protection district and political subdivision of the State of Missouri, for the purpose of providing fire protection services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("this Agreement") is made and entered into this ____ day of _____, 2023, by and between the **City of Neosho, Missouri**, a Missouri Municipal Corporation ("City"), and the **Neosho Area Fire Protection District**, a fire protection district and political subdivision of the State of Missouri ("District"), collectively referred to as "the Parties".

WHEREAS, City and District are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo.; and

WHEREAS, City and District desire to contract and cooperate for the planning, development, and operation of a public improvement or facility, and for a common service, specifically, fire protection services ("the Project"); and

WHEREAS, City intends to furnish the personnel related to the Project, and District plans to provide the property and equipment related to the Project.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The term of this Agreement is from January 1, 2024, to December 31, 2026, unless terminated earlier as provided herein. This Agreement shall automatically renew for two additional terms of one (1) year for a total of up to five (5) years.

3. City's Responsibilities. City shall have the following responsibilities under this Agreement:

A. To communicate with District on material issues throughout the Project.

B. To respond to calls for fire service within District's boundaries, as depicted in Exhibit A, attached hereto and incorporated by reference. However, this Agreement shall not be construed to require City to hire personnel. City shall maintain all records required by law related to said calls for fire service. The Parties shall update Exhibit A on an annual basis; however, the boundaries of District may not be expanded without City's prior written consent.

C. To properly maintain, repair, and store District's personal property and equipment, as itemized in Exhibit B, attached hereto and incorporated by reference. City shall maintain any related equipment maintenance logs.

4. District's Responsibilities. District shall have the following responsibilities under

this Agreement:

- A. To communicate with City on material issues throughout the Project.
 - B. To allow City to use District's fire station located at 13002 Ireland Lane, Neosho, MO 64850.
 - C. To allow City to use District's personal property and equipment, as itemized in Exhibit B. The Parties shall update Exhibit B on an annual basis; however, City's use of any personal property and equipment may not be withdrawn without City's prior written consent. District shall be responsible for providing fuel for the use of its personal property and equipment related to responding to calls for service within District's boundaries. City shall have the discretion to use District's personal property and equipment for the purpose of responding to calls for fire service within City's boundaries, as well as for non-emergency purposes.
 - D. To ensure clear title to and make any necessary financing and lease payments for District's personal property and equipment, as itemized in Exhibit B.
 - E. To pay City the sum of One Hundred Thirty Thousand Dollars (\$130,000.00) as follows: Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33) on or before March 15; Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33) on or before April 15; and Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$43,333.34) on or before May 15. City's expenditure of these funds shall be consistent with District's purchasing policy.
 - F. To reimburse City for District's proportional use of National Fire Incident Reporting Software (NFIRS), which will be calculated at the end of every fiscal year (September 30). For example, if the Parties collectively receive 100 calls for service, and 25 calls are for service within District's boundaries, District shall be responsible for 25% of said software costs.
 - G. To consider City's annual request for District's contribution for the costs of education, training, annual physicals, x-rays, and uniforms.
5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.
6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.
7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

9. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

10. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

11. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. City is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. City is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

12. Insurance. The Parties shall secure and maintain at their own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect themselves and the interests of the other party against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall have limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>)

13. Non-Appropriation. Notwithstanding any provision herein to the contrary, the Parties are obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year at the discretion of each party. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of either party to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by the other party.

14. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and District at the addresses as follows:

City of Neosho, Missouri
ATTN: City Manager
203 E. Main St.
Neosho, MO 64850

Neosho Area Fire Protection District
ATTN: President
P.O. Box 7
Neosho, MO 64850

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

15. Records and Audits. City shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the District or any authorized representative, and will be retained for three years after the expiration of this Agreement.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

18. Termination. Either party may terminate this Agreement, without cause, on 90 days' written notice to the other party. In the event of early termination, District shall be entitled to a pro rata return of any payments made for that year. At termination, City shall return District's personal property and equipment, as itemized in Exhibit B, within thirty (30) days thereof.

19. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

20. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

NEOSHO AREA FIRE PROTECTION DISTRICT

Richard Davidson, Mayor

Terry Cook, President

ATTEST:

ATTEST:

Cheyenne Wright, City Clerk

Greg Hickman, Secretary

REQUESTED COUNCIL MEETING DATE: December 19, 2023

ITEM: Bill No. 2023-203: De-annexation Request for 806 Mary Avenue

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-203 De-Annexation of 806 Mary Avenue
 2. 806 Mary Ave Packet
 3. 806 Mary Ave Map-Near
 4. 806 Mary Ave Map-Far
-

PURPOSE:

The purpose of this item is to consider a request for de-annexation of 806 Mary Avenue.

BACKGROUND:

The owners of the property have requested de-annexation from the city. The property is located at the north end of Mary Avenue, near the intersection of Hickory Ave and Mary Ave. The property was originally annexed into the city in 1997 by a previous owner. It has never connected to city water or sewer. The current owner was advised when he purchased the property that it was not in the city and was not on the city voter roles until about a year ago.

The current owner does not wish to be in the city and purchased the property because he believed it was not in the city.

The property was posted, newspaper ads run and letters sent as per the ordinances. The matter was taken up by the Planning and Zoning Committee on December 12, 2023, and after a public hearing, the committee voted to recommend the de-annexation to the city council.

RECOMMENDATION:

Staff and the Planning and Zoning Committee recommend that the council authorize the de-annexation of the property.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, DE-ANNEXING THE BELOW DESCRIBED PROPERTY LOCATED WITHIN THE NORTH 909.67 FEET OF EAST 10A SOUTH ½ NORTHWEST QUARTER, SECTION 13, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY THE CITY OF NEOSHO.

Whereas a verified petition, signed by the owners of all the fee interests of the record of the real estate to be de-annexed labeled Exhibit ‘A’ attached and incorporated by reference has been presented to the City Council: and

Whereas the necessary notice has been published in a newspaper of general circulation qualified to publish legal matters,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: That the City Council enacted Ordinance No. 97-28 on August 26, 1997 to accomplish annexation of this property.

Section 2: That the City of Neosho, Missouri, de-annex, under Chapter 435 of the Neosho Code of Ordinances, De-annexation/Detachment of Territory from Corporeal Boundaries, the following described real estate, located within the North 909.67 feet of East 10A South ½ Northwest Quarter, Section 13, Township 25, Range 32, Newton County, Missouri.

As petitioned by the City of Neosho:

Tract 1:

The North 909.67 feet of the East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North Range 32 West, Newton County, Missouri.

Tract 2:

TOGETHER and with rights of ingress/egress over and across the East 30 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, 32 West, Newton County, Missouri.

AND

TOGETHER and with a utility easement over and across the East 20 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, Range 32 West, Newton County, Missouri.

Section 3: The City Clerk is hereby directed to certify three copies of this ordinance and file said copies with the Newton County Clerk.

Section 4: This ordinance shall be in full force and effect following City Council approval.

APPROVED after final passage this 2nd, of January 2024.

ATTEST:

CITY OF NEOSHO, CITY COUNCIL

Clerk

Mayor

APPROVED:

City Attorney

RETURN TO:
Neosho Development Services Director
Neosho City Hall
203 E. Main St.
Neosho, MO 64850
417-451-8050 (Fax: 417-451-8065)

OFFICE USE ONLY
Filing Fee: \$450.00
Non-Refundable
Rec'd _____ Ck # _____
Acct. No.: _____
(CC) Hearing Date: _____
Advertised: _____



City of Neosho
203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

PETITION OF VOLUNTARY DE-ANNEXATION
FROM
THE CITY OF NEOSHO, MISSOURI

We, the undersigned Charles F. Akers, Jr. & Kimberly M. Akers hereinafter referred to as the Petitioner(s), file our petition to the City Council of the City of Neosho, Missouri, state and allege as follows:

- ☐ That we are the owners of record of the real estate in Newton County, Missouri described in the documentation attached.
- ☐ That the said real estate is now a part of the corporate limits of the City of Neosho, Newton County, Missouri.
- ☐ That we have attached herewith a list of all contiguous holdings in which I/We have ownership interest.
- ☐ That we request that the said real estate be de-annexed, and be detached from the corporate limits of the City of Neosho, Missouri, as authorized by the provisions of Chapter 435 of the Neosho Code of Ordinances, De-annexation/ Detachment of Territory From Corporeal Boundaries
- ☐ That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law, and to thereafter adopt an ordinance reducing the limits of the City of Neosho to exclude the attached described real estate.

Charles F. Akers, Jr.
Kimberly M. Akers
Property Owner(s) Signature(s)

806 Mary Avenue
Address

417 592-6456
Phone No.

Dated this 4 day of October, 2023
Charles F. Akers, Jr.
Kimberly M. Akers
Printed Name(s)

Neosho MO 64850
City/State/Zip Code

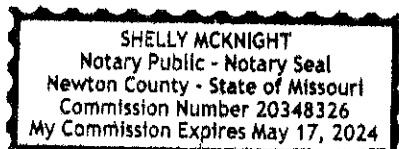
Facsimile No.

ACKNOWLEDGEMENT BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

On this 4 day of October, 2023 before me personally appeared Charles Akers + Kimberly Akers to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Newton County, Missouri the day and year first above written.



Shelly McKnight
Notary Public

(Seal) My Term Expires: 5/17/2024

ACKNOWLEDGEMENT BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

On this 4 day of October, 2023 before me personally appeared Kimberly Akers to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation by authority of its Board of Directors for the consideration stated therein, and no other, and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri the day and year first above written.

Notary Public

(Seal) My Term Expires:

EXHIBIT "A"

THE FOLLOWING INFORMATION IS REQUIRED

- ☐ A written explanation of why the detachment of territory (de-annexation) is being requested. *NOT REQUESTED*
- ☐ 2 Large & 1 reduced copy (8-1/2 x 11) of the Legal Survey drawing of the property, acceptable to the Neosho Development Services Director, including any utilities contained therein, and the abutting properties with each property's ownership, surrounding the proposed territory to be detached (de-annexed).
- ☐ Number of Acres *6.63 AG*
- ☐ Legal Description to be provided on disk or e-mailed to cityclerk@neoshomo.org
- ☐ Parcel No. *16-6.0-13-000-000-004.001* Sec/Twp/Rng *13/25/32*
- ☐ A list of names, addresses, and parcel numbers of property owners within 185 ft. of property including all adjacent property owners regardless of road right-of-way. *JAMES BURTIS COLENE BYERS 804 MAZE AV*
- ☐ A drawing identifying the 185 ft. ownership notification area.
ONLY ONE TO SOUTH (ATTACHED)
- ☐ Proof of Ownership of property described.
ATTACHED
- ☐ Notarized affidavit(s) from each owner(s) of land that is proposed to be detached (de-annexed), who are not listed as an applicant, indicating their consent to the detachment of territory (de-annexation).

1-2

STATE OF MISSOURI } SS 013047 LENORA HYDER
COUNTY OF NEWTON } RECORDER

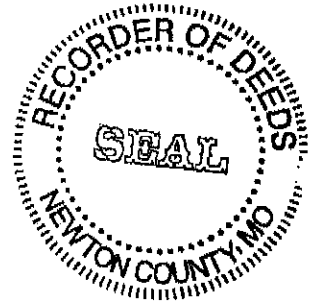
FILED FOR RECORD ON THE 10th DAY OF Dec, 2005, AT
12 O'CLOCK 36 MINUTES P.M., AND DULY RECORDED IN
BOOK 354 AT PAGE 13013

27.00

NCA

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR ABOVE
WRITTEN.

Johnny Childers
DEPUTY



OK # 55638 # 72.00

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

File No. 20293

THIS DEED, Made and entered into this 22 day of November, 2005, by and between

GRANTOR: JOSEPH WILLIAM BARRACLOUGH and JUDITH BARRACLOUGH, husband and wife
of the county of Newton, State of Missouri party or parties of the first part and

GRANTEE: CHARLES F. AKERS, Jr. and KIMBERLY M. AKERS, husband and wife
ADDRESS: , P.O. Box 564, Neosho, Mo. 64850
of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate, situated in the county of Newton, and State of Missouri, to wit:

Tract 1:

The North 909.67 feet of the East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North Range 32 West, Newton County, Missouri.

Tract 2:

TOGETHER and with rights of ingress\egress over and across the East 30 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, Range 32 West, Newton County, Missouri

AND

TOGETHER and with a utility easement over and across the East 20 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, Range 32 West, Newton County, Missouri

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will **WARRANT AND DEFEND** the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2005 and thereafter, and special taxes becoming a lien after the date of this deed.

2-2

354-13013

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.


Joseph William Barracough


Judith Barracough

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF NEWTON)

On this 22 day of November, 2005, before me personally appeared **JOSEPH WILLIAM BARRACLOUGH and JUDITH BARRACLOUGH**, husband and wife to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

~~CRYSTAL D. FRANKLIN
Notary Public - Notary Seal
STATE OF MISSOURI~~

~~My Commission Expires _____~~


NOTARY PUBLIC

CRYSTAL D. FRANKLIN
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires 3-3-07

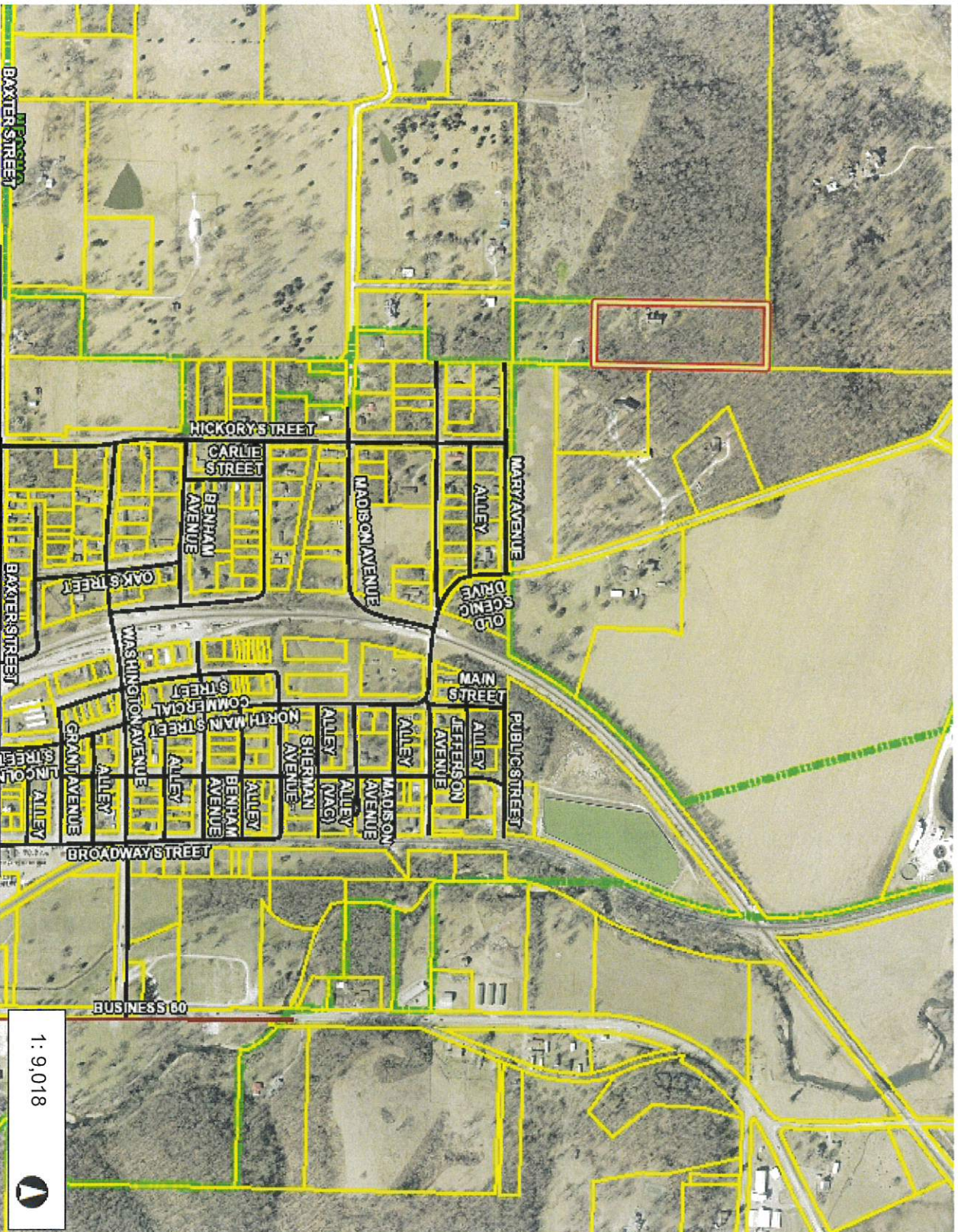
Neosho, MO



Legend

- Neosho Streets
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
- Parcel
- Corporate Limit Line

Notes



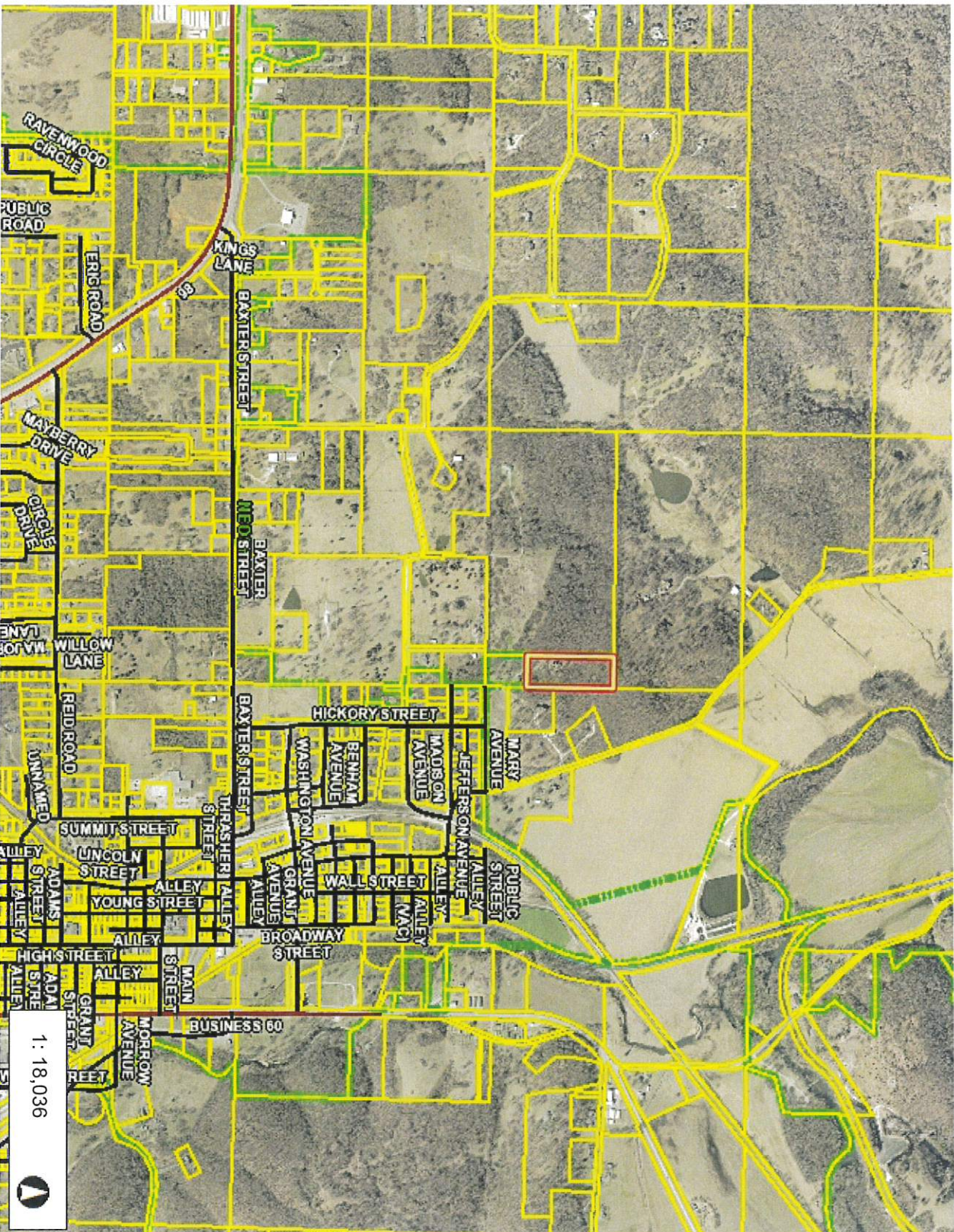
1 : 9,018



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



1 : 18,036



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Neosho Streets
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
- Parcel
- Corporate Limit Line

Notes

Property Number

16-6.0-13-000-000-004.001

Owner - Mailing Address

AKERS, CHARLES F. JR. & KIMBERLY M.
C/O:
P.O. BOX 564

Situs Address

DBA:

Card 1 OF 1
01/24/2023

Tax ID#

5-5546-50

Property Description

N 909.67' OF E 10A S1/2 NW1/4

Sec-Twp-Rng Land Type Lot Size Calc Acre

13-25-32 IT 6.63

Book-Page	Date Acq	City	School	Road	Fire	Amb	Libr	College	Water	Neo
354-13013	2005-12-06	5	5	5	0	4	5	1	0	6

TYPE	LAND VAL	STRUCT VAL	TOTAL VAL	TOTAL ASSESS
RES	\$6,000	\$197,900	\$203,900	\$38,740
AGR	\$18,700	\$0	\$18,700	\$2,240
COMM	\$0	\$0	\$0	\$0
VAC	\$0	\$0	\$0	\$0
TOTALS	\$24,700	\$197,900	\$222,600	\$40,980

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION
---	---------------	-------	----------	-----------

LAND DATA

CLASS	TYPE	AVG	DF	SFF	FF/ACRES	DEPTH	UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION
1	7	0	0	0	1.00	0.0	6000.00	0.00	0.00	0.00	6000.00
4	8	0	0	0	5.63	0.0	3314.00	0.00	0.00	0.00	18658.00

IMPROVEMENTS

Bldg No.	Struct	Yr Bult	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class	Class	Const	Total	Base	Adj	Index	SqFt	Base	Adj	Base	Extra	Replace	Phy	Adj	Appraised
1	1-RES	2009	0	0	4	3	8	C-H	10	155	165	18.30	30.20	2.40	60.40	1800	3985	240694.00	28376	269070.00	94	73	195750.00
2	6-UTL	1995	0	0	0	0	0	A2	0	49	49	5.22	5.22	2.00	10.44	280	280	2923.20	0	2923.20	73	75	2190.00

Neosho, MO



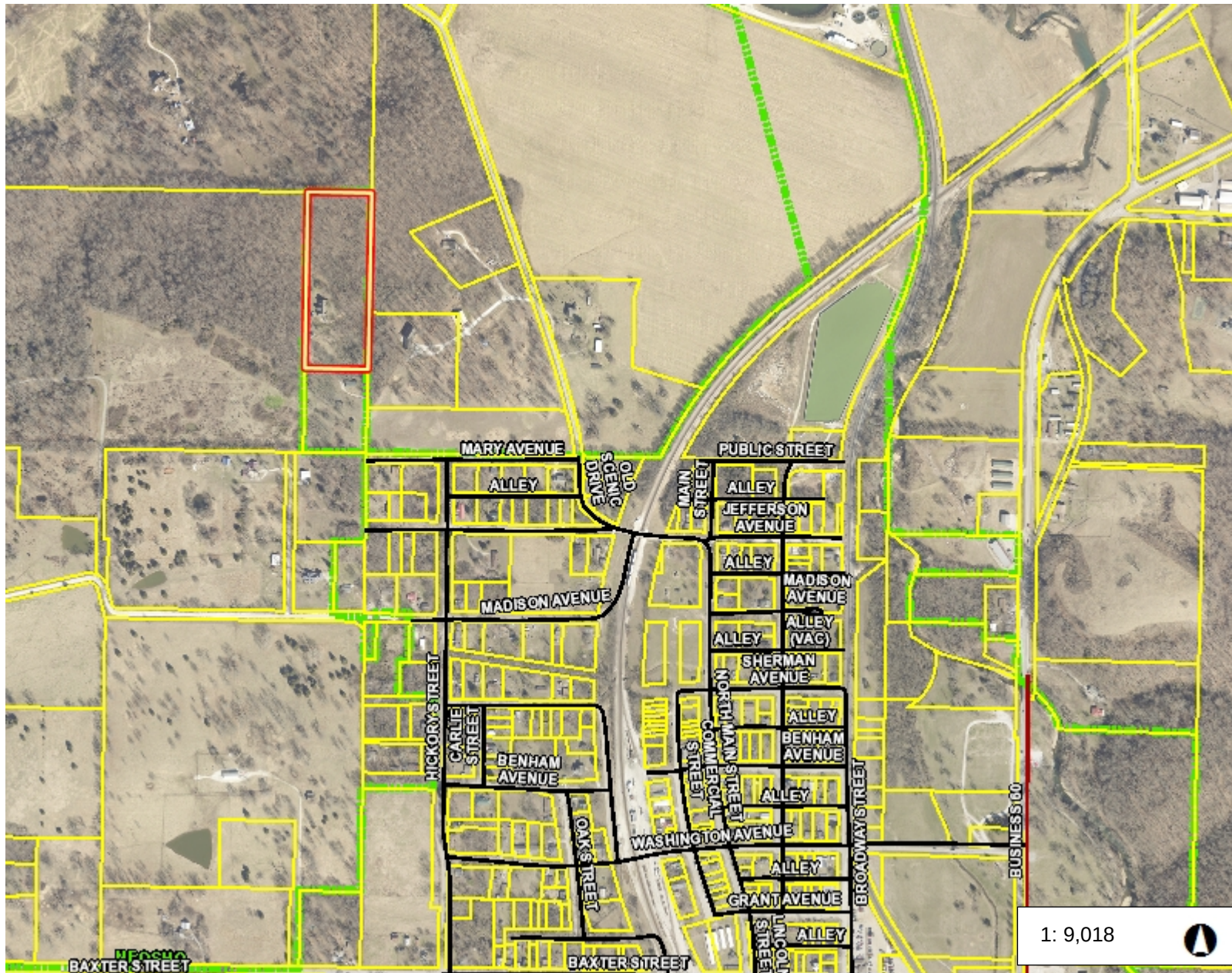
Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

Parcel

Corporate Limit Line



1: 9,018

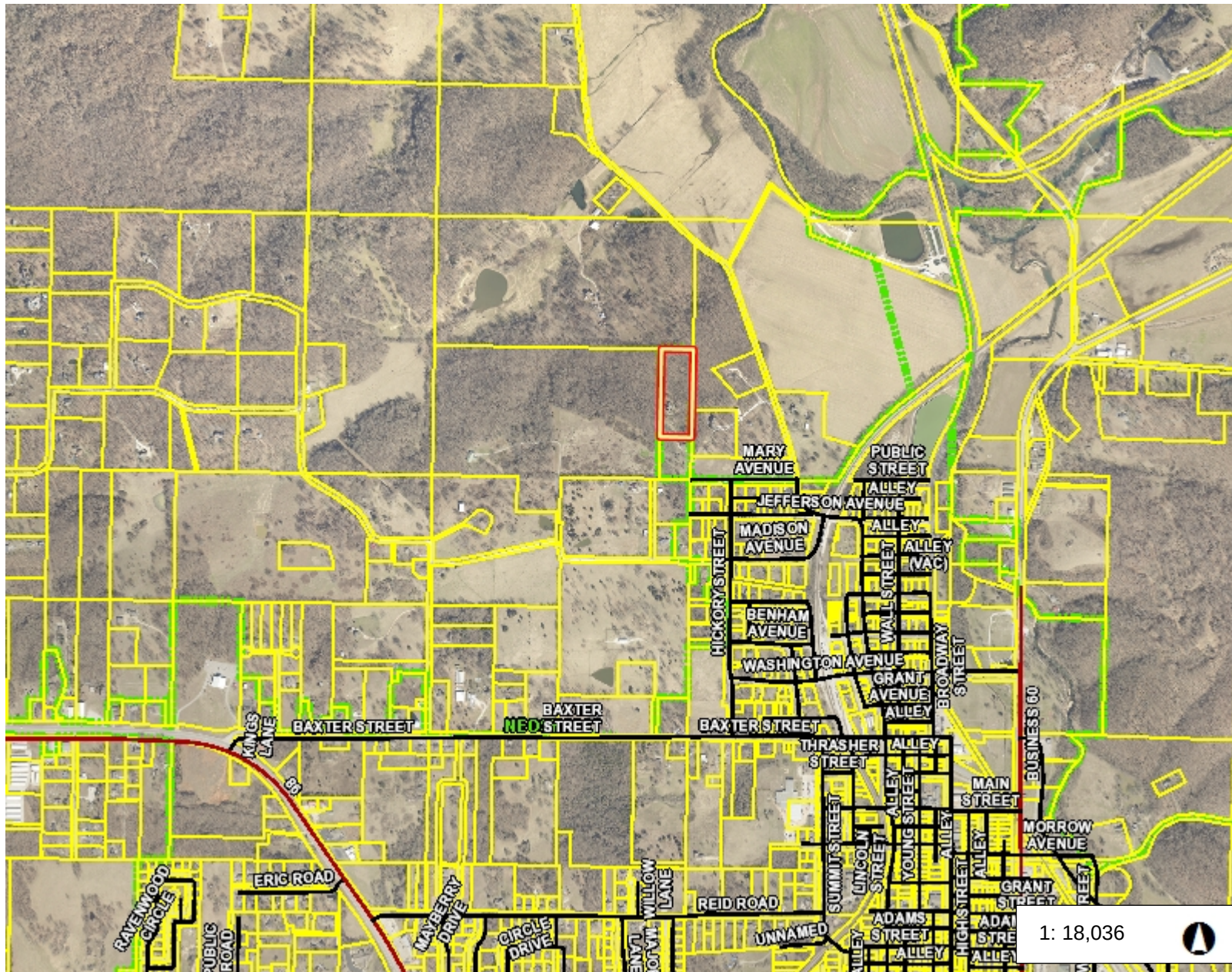


Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

- Parcel
- Corporate Limit Line

1: 18,036



3,005.9 0 1,502.96 3,005.9 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI, DE-ANNEXING THE BELOW DESCRIBED PROPERTY LOCATED WITHIN THE NORTH 909.67 FEET OF EAST 10A SOUTH ½ NORTHWEST QUARTER, SECTION 13, TOWNSHIP 25, RANGE 32, NEWTON COUNTY, MISSOURI ALL OF WHICH IS CONTIGUOUS WITH THE CITY OF NEOSHO, AS PETITIONED BY THE CITY OF NEOSHO.

Whereas a verified petition, signed by the owners of all the fee interests of the record of the real estate to be de-annexed labeled Exhibit ‘A’ attached and incorporated by reference has been presented to the City Council: and

Whereas the necessary notice has been published in a newspaper of general circulation qualified to publish legal matters,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: That the City Council enacted Ordinance No. 97-28 on August 26, 1997 to accomplish annexation of this property.

Section 2: That the City of Neosho, Missouri, de-annex, under Chapter 435 of the Neosho Code of Ordinances, De-annexation/Detachment of Territory from Corporeal Boundaries, the following described real estate, located within the North 909.67 feet of East 10A South ½ Northwest Quarter, Section 13, Township 25, Range 32, Newton County, Missouri.

As petitioned by the City of Neosho:

Tract 1:

The North 909.67 feet of the East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North Range 32 West, Newton County, Missouri.

Tract 2:

TOGETHER and with rights of ingress/egress over and across the East 30 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, 32 West, Newton County, Missouri.

AND

TOGETHER and with a utility easement over and across the East 20 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, Range 32 West, Newton County, Missouri.

Section 3: The City Clerk is hereby directed to certify three copies of this ordinance and file said copies with the Newton County Clerk.

Section 4: This ordinance shall be in full force and effect following City Council approval.

APPROVED after final passage this 2nd, of January 2024.

ATTEST:

CITY OF NEOSHO, CITY COUNCIL

Clerk

Mayor

APPROVED:

City Attorney

RETURN TO:
Neosho Development Services Director
Neosho City Hall
203 E. Main St.
Neosho, MO 64850
417-451-8050 (Fax: 417-451-8065)

OFFICE USE ONLY
Filing Fee: \$450.00
Non-Refundable
Rec'd _____ Ck # _____
Acct. No.: _____
(CC) Hearing Date: _____
Advertised: _____



City of Neosho
203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

PETITION OF VOLUNTARY DE-ANNEXATION
FROM
THE CITY OF NEOSHO, MISSOURI

We, the undersigned Charles F. Akers, Jr. & Kimberly M. Akers hereinafter referred to as the Petitioner(s), file our petition to the City Council of the City of Neosho, Missouri, state and allege as follows:

- ☐ That we are the owners of record of the real estate in Newton County, Missouri described in the documentation attached.
- ☐ That the said real estate is now a part of the corporate limits of the City of Neosho, Newton County, Missouri.
- ☐ That we have attached herewith a list of all contiguous holdings in which I/We have ownership interest.
- ☐ That we request that the said real estate be de-annexed, and be detached from the corporate limits of the City of Neosho, Missouri, as authorized by the provisions of Chapter 435 of the Neosho Code of Ordinances, De-annexation/ Detachment of Territory From Corporeal Boundaries
- ☐ That we request the City Council of the City of Neosho to cause the required notice to be published and to conduct the public hearing required by law, and to thereafter adopt an ordinance reducing the limits of the City of Neosho to exclude the attached described real estate.

Charles F. Akers, Jr.
Kimberly M. Akers
Property Owner(s) Signature(s)

806 Mary Avenue
Address

417 592-6456
Phone No.

Dated this 4 day of October, 2023
Charles F. Akers, Jr.
Kimberly M. Akers
Printed Name(s)

Neosho MO 64850
City/State/Zip Code

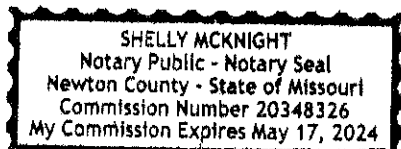
Facsimile No.

ACKNOWLEDGEMENT BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

On this 4 day of October, 2023 before me personally appeared Charles Akers + Kimberly Akers to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Newton County, Missouri the day and year first above written.



Shelly McKnight
Notary Public

(Seal) My Term Expires: 5/17/2024

ACKNOWLEDGEMENT BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF NEWTON)

On this 4 day of October, 2023 before me personally appeared Kimberly Akers to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation by authority of its Board of Directors for the consideration stated therein, and no other, and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri the day and year first above written.

Notary Public

(Seal) My Term Expires:

EXHIBIT "A"

THE FOLLOWING INFORMATION IS REQUIRED

- ☐ A written explanation of why the detachment of territory (de-annexation) is being requested. *NOT REQUESTED*
- ☐ 2 Large & 1 reduced copy (8-1/2 x 11) of the Legal Survey drawing of the property, acceptable to the Neosho Development Services Director, including any utilities contained therein, and the abutting properties with each property's ownership, surrounding the proposed territory to be detached (de-annexed).
- ☐ Number of Acres *6.63 AG*
- ☐ Legal Description to be provided on disk or e-mailed to cityclerk@neoshomo.org
- ☐ Parcel No. *16-6.0-13-000-000-004.001* Sec/Twp/Rng *13/25/32*
- ☐ A list of names, addresses, and parcel numbers of property owners within 185 ft. of property including all adjacent property owners regardless of road right-of-way. *JAMES BURTIS COLENE BYEZZ 804 MAZE AV*
- ☐ A drawing identifying the 185 ft. ownership notification area.
ONLY ONE TO SOUTH (ATTACHED)
- ☐ Proof of Ownership of property described.
ATTACHED
- ☐ Notarized affidavit(s) from each owner(s) of land that is proposed to be detached (de-annexed), who are not listed as an applicant, indicating their consent to the detachment of territory (de-annexation).

1-2

STATE OF MISSOURI } SS 013047 LENORA HYDER
COUNTY OF NEWTON } RECORDER

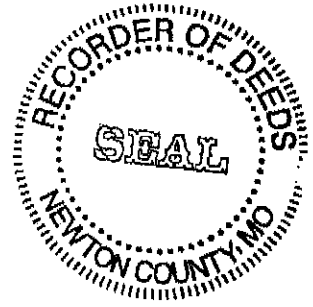
FILED FOR RECORD ON THE 10th DAY OF Dec, 2005, AT
12 O'CLOCK 36 MINUTES P.M., AND DULY RECORDED IN
BOOK 354 AT PAGE 13013

27.00

NCA

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR ABOVE
WRITTEN.

Johnny Childers
DEPUTY



OK # 55638 # 72.00

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION ONLY

GENERAL WARRANTY DEED

File No. 20293

THIS DEED, Made and entered into this 22 day of November, 2005, by and between

GRANTOR: JOSEPH WILLIAM BARRACLOUGH and JUDITH BARRACLOUGH, husband and wife
of the county of Newton, State of Missouri party or parties of the first part and

GRANTEE: CHARLES F. AKERS, Jr. and KIMBERLY M. AKERS, husband and wife

ADDRESS: , P.O. Box 564, Neosho, Mo. 64850
of the county of Newton, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party or parties of the second part, the following described Real Estate, situated in the county of Newton, and State of Missouri, to wit:

Tract 1:

The North 909.67 feet of the East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North Range 32 West, Newton County, Missouri.

Tract 2:

TOGETHER and with rights of ingress\egress over and across the East 30 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, Range 32 West, Newton County, Missouri

AND

TOGETHER and with a utility easement over and across the East 20 feet of the North 384.04 feet of the South 414.04 feet of said East 10 acres of the South Half of the Northwest Quarter of Section 13, Township 25 North, Range 32 West, Newton County, Missouri

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same belonging unto the said party or parties of the second part forever.

The said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will **WARRANT AND DEFEND** the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the calendar year 2005 and thereafter, and special taxes becoming a lien after the date of this deed.

2-2

354-13013

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.


Joseph William Barracough


Judith Barracough

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF NEWTON)

On this 22 day of November, 2005, before me personally appeared **JOSEPH WILLIAM BARRACLOUGH and JUDITH BARRACLOUGH**, husband and wife to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

~~CRYSTAL D. FRANKLIN
Notary Public - Notary Seal
STATE OF MISSOURI~~

~~My Commission Expires _____~~


NOTARY PUBLIC

CRYSTAL D. FRANKLIN
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires 3-3-07

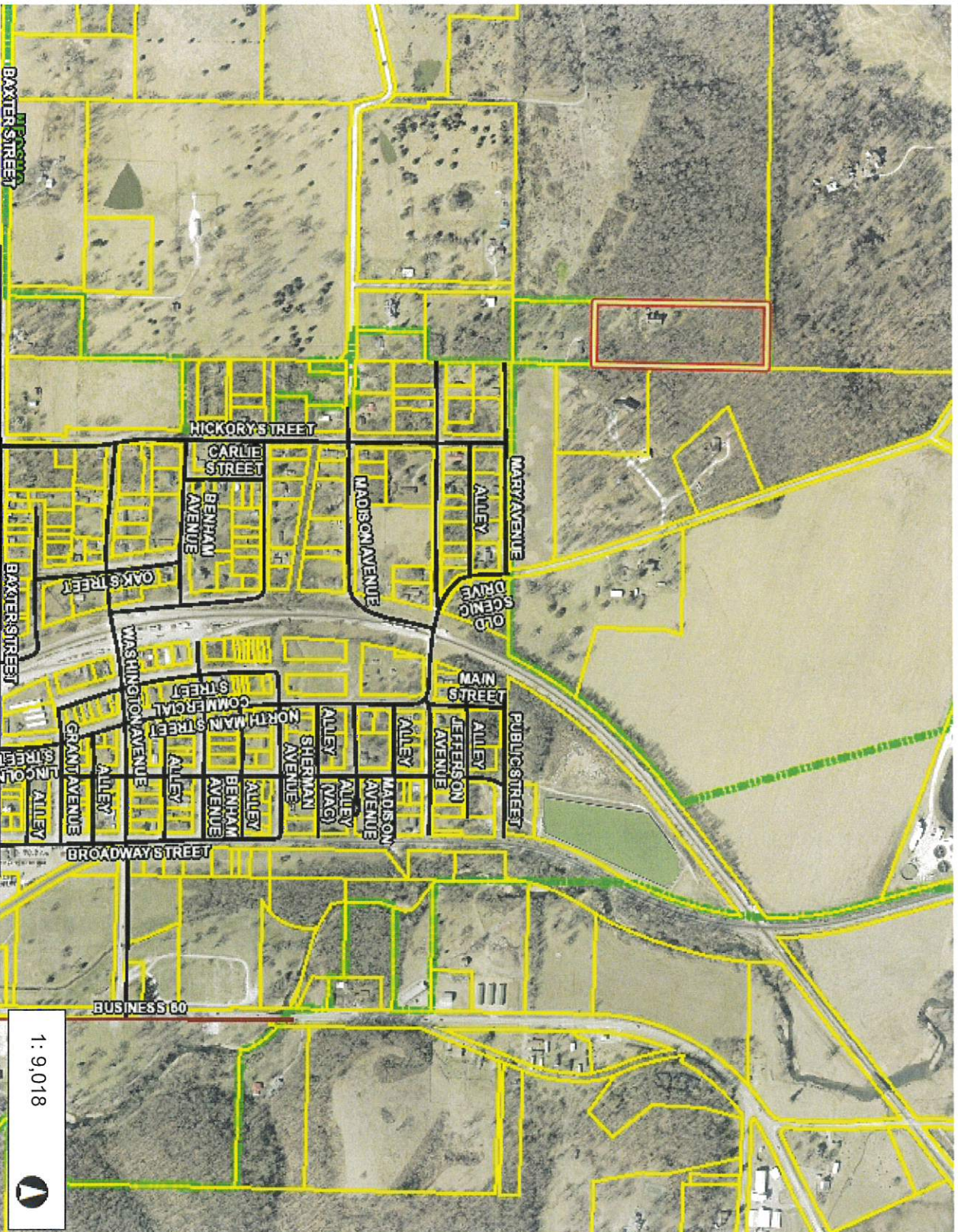
Neosho, MO



Legend

- Neosho Streets
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
- Parcel
- Corporate Limit Line

Notes



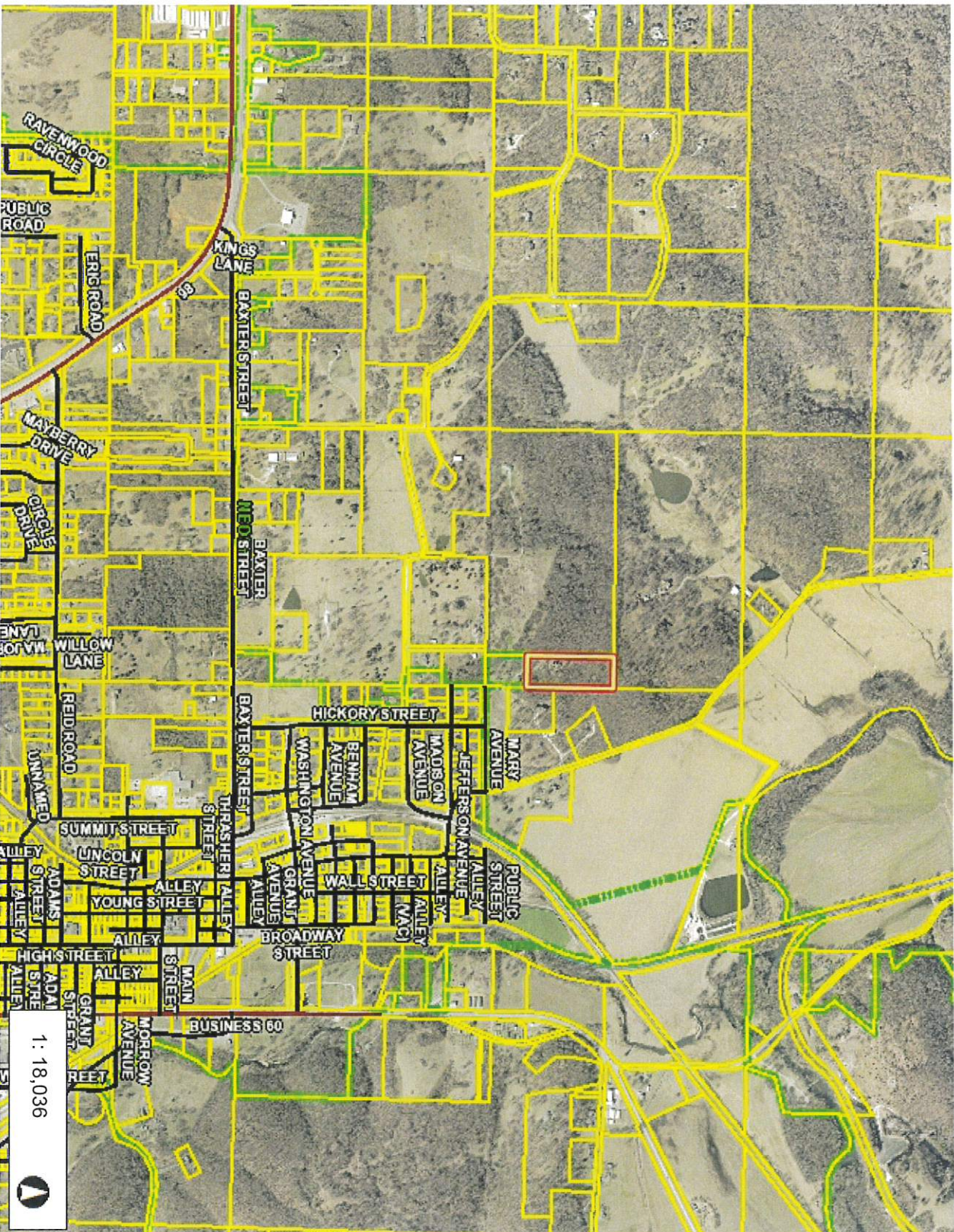
1 : 9,018



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Neosho, MO



1 : 18,036



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Neosho Streets
 - <all other values>
 - INTERSTATE
 - U.S. HIGHWAY
 - STATE HIGHWAY
 - ALLEY
 - CITY STREET
 - NAMED COUNTY ROAD
 - PLATTED/UNDEVELOPED
 - UNNAMED
 - VACATED STREET
- Parcel
- Corporate Limit Line

Notes

Property Number

16-6.0-13-000-000-004.001

Owner - Mailing Address

AKERS, CHARLES F. JR. & KIMBERLY M.
C/O:
P.O. BOX 564

Situs Address

Card 1 OF 1
01/24/2023

DBA:

Tax ID#

5-5546-50

Property Description

N 909.67' OF E 10A S1/2 NW1/4

Sec-Twp-Rng Land Type Lot Size Calc Acre

13-25-32 IT 6.63

Book-Page	Date Acq	City	School	Road	Fire	Amb	Libr	College	Water	Neo
354-13013	2005-12-06	5	5	5	0	4	5	1	0	6

TYPE	LAND VAL	STRUCT VAL	TOTAL VAL	TOTAL ASSESS
RES	\$6,000	\$197,900	\$203,900	\$38,740
AGR	\$18,700	\$0	\$18,700	\$2,240
COMM	\$0	\$0	\$0	\$0
VAC	\$0	\$0	\$0	\$0
TOTALS	\$24,700	\$197,900	\$222,600	\$40,980

#	AG LAND ACRES	GRADE	PER ACRE	VALUATION
---	---------------	-------	----------	-----------

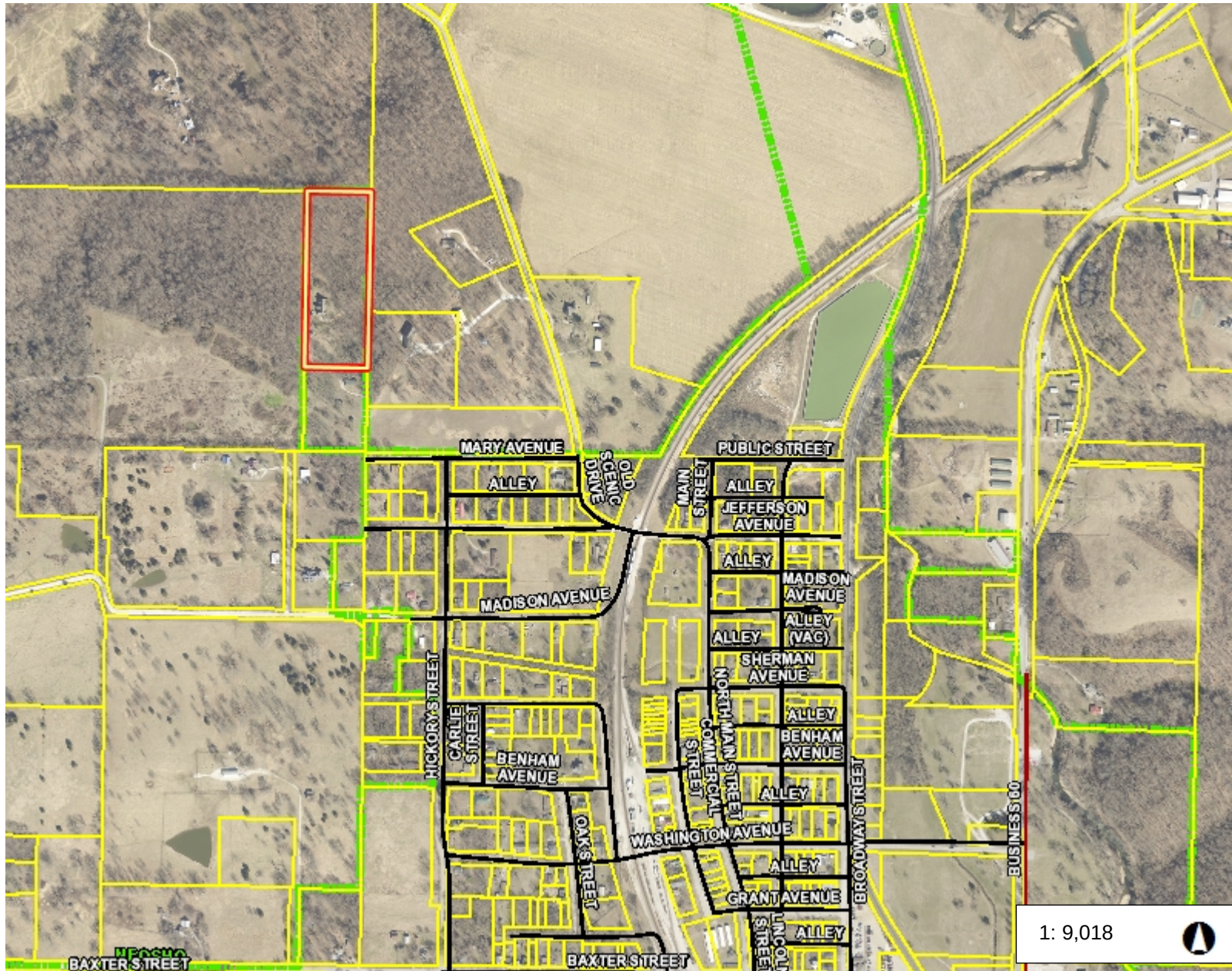
CLASS	TYPE	AVG	DF	SFF	FF/ACRES	DEPTH	UNIT PRICE	DEPTH FAC	ADJ FAC	ADJ AMT	VALUATION
-------	------	-----	----	-----	----------	-------	------------	-----------	---------	---------	-----------

1	7	0	0	0	1.00	0.0	6000.00	0.00	0.00	0.00	6000.00
4	8	0	0	0	5.63	0.0	3314.00	0.00	0.00	0.00	18658.00

IMPROVEMENTS

Bldg No.	Struct	Yr Bult	Yr Rem	Eff Yr	Stor	Bd Rm	Room	Class	Class	Const	Total	Base	Adj	Index	SqFt	Base	Adj	Base	Extra	Replace	Phy	Adj	Appraised
1	1-RES	2009	0	0	4	3	8	C-H	10	155	165	18.30	30.20	2.40	60.40	1800	3985	240694.00	28376	269070.00	94	73	195750.00
2	6-UTL	1995	0	0	0	0	0	A2	0	49	49	5.22	5.22	2.00	10.44	280	280	2928.20	0	2923.20	73	75	2190.00

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

- Parcel
- Corporate Limit Line

1: 9,018



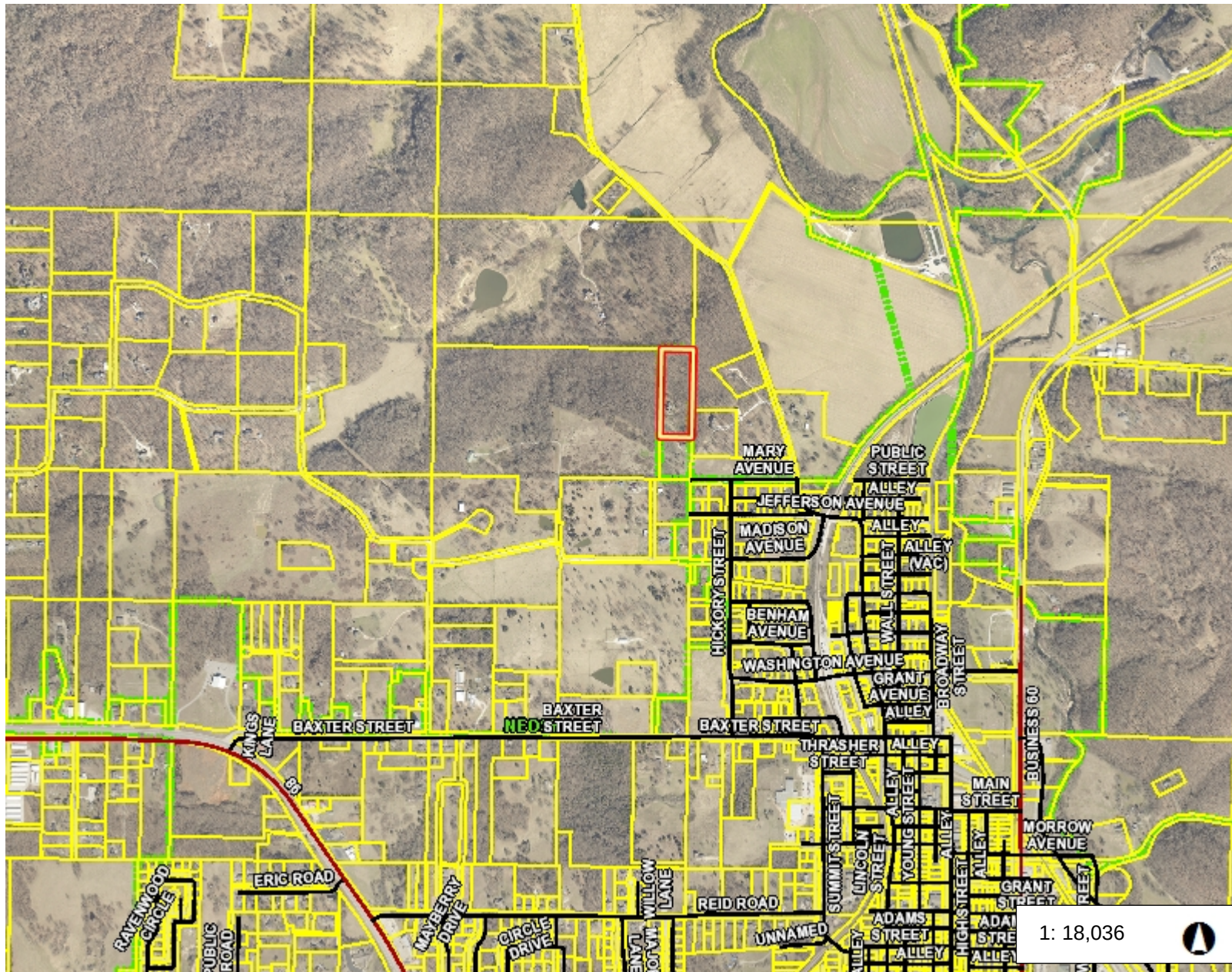
1,503.0 0 751.48 1,503.0 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Neosho, MO



Legend

Neosho Streets

- <all other values>
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- ALLEY
- CITY STREET
- NAMED COUNTY ROAD
- PLATTED/UNDEVELOPED
- UNNAMED
- VACATED STREET

- Parcel
- Corporate Limit Line

1: 18,036



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

REQUESTED COUNCIL MEETING DATE: December 19, 2023

ITEM: Bill No. 2023-205: Contract with Asbell Construction for the DED Drainage Project

ORIGINATING DEPARTMENT: City Manager

ATTACHMENT:

1. Bill No. 2023-205 Contract with Asbell RE Stratford Freeman Stormwater
 2. Contract Documents with Asbell Construction for Stormwater Project-Stratford and Freeman
-

PURPOSE:

To accept a contract with Jeff Asbell Excavating & Trucking, Inc. for the DED project at Statford and Freeman Road.

BACKGROUND:

The City of Neosho received funding through DED for drainage upgrades in the area of Stratford and Freeman Roads.

We have reviewed the five (5) bids received December 7, 2023, for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The total on the enclosed Tabulation of Bids shows the amounts of the submitted bids.

It is the recommendation of AMA that the City award the contract to Jeff Asbell Excavating & Trucking, Inc. from Carl Junction, Missouri. This recommendation is predicated upon the following:

1. Jeff Asbell Excavating & Trucking, Inc. is the low responsive, responsible bidder with a Base bid plus Additive in the amount of \$1,915,659.59.
2. A recent conversation with a representative for Jeff Asbell Excavating & Trucking, Inc. suggests that they are comfortable with the submitted bid.
3. Our experience with projects performed by Jeff Asbell Excavating & Trucking, Inc. suggests that they are capable of performing the work as stated in the plans and specifications.
4. Jeff Asbell Excavating & Trucking, Inc. has submitted all the required documentation.

All bids are attached to this agenda for the Council to review. This project is expected to be under budget with an amendment to come later to expand the project.

RECOMMENDATION:

Accept the bid for Jeff Asbell Excavating & Trucking, Inc. as presented by AMA and authorize the Mayor to execute it.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation, for the purpose of providing construction services related to stormwater improvements in the area of Stratford Place and Freeman Road for the not to exceed price of One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation, for the purpose of providing construction services related to stormwater improvements in the area of Stratford Place and Freeman Road for the not to exceed price of One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

CONTRACT

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

City of Neosho, Missouri
(Corporate Name and Owner)

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

Jeff Asbell Excavating & Trucking, Inc.

~~STRIKE OUT~~ (a corporation) ~~(a partnership)~~
~~INAPPLICABLE*~~ (an individual doing business as _____) of _____
County of Jasper and State of Missouri,
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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description:

Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

Summary

Description	Amount
Base Bid	\$1,882,162.77
Additive Bid	34,471.77
Alternate Bid	150,487.47
Bid Item 5 (Deduct)	(7,798.68)
Bid Item 7b (Deduct)	(143,663.74)
Total Contract Amount	\$1,915,659.59

Hereinafter called the project, for the sum of **One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59)** 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 **One Hundred Eighty (150) consecutive calendar days for the Base Bid and Five (5) consecutive calendars for the Additive Bid thereafter.** The Contractor further agrees to pay, as liquidated damages, the sum of **\$900.00** 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 three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

City of Neosho, Missouri
(Owner)

(Secretary)

By _____

(Witness)
(Seal)

Name & Title (Typed or Printed)

Jeff Asbell Excavating & Trucking, Inc.
(Contractor)

(Secretary)

By _____

(Witness)

(Title)

9400 State Highway 171, Carl Junction, MO
64834
(Address and Zip Code)

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

NOTICE OF AWARD

TO: Jeff Asbell Excavating & Trucking, Inc.

9400 State Highway 171

Carl Junction, MO 64834

Description: Stratford and Freeman Rd. Stormwater Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated December 7, 2023, and Information for Bidders.

You are hereby notified that your BID in the total amount of **One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59)** has been accepted for the Project.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2023.

CITY OF NEOSHO, MISSOURI

By /s/ David Kennedy

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Jeff Asbell Excavating & Trucking, Inc.

this the ____ day of _____, 2023

By: _____

Signature: _____

Title: _____

**CONTRACT DOCUMENTS
AND SPECIFICATIONS
FOR
STRATFORD & FREEMAN RD
STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI**

**COMMUNITY DEVELOPMENT BLOCK GRANT 2019-DP-07
MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT**

OCTOBER 2023



**PREPARED BY
ALLGEIER, MARTIN AND ASSOCIATES, INC.
Consulting Engineers
Joplin, Missouri**

Table of Contents

Advertisement for Bids	1
Information for Bidders	2
CDBG Bonding and Insurance Requirements	6
Bid Bond	7
Bid for Unit Price Contracts	8
Bidder Qualifications	13
Certification of Bidder Regarding Equal Employment Opportunity	15
Certificate of Contemplated Minority, Women, and Section 3 and Business Utilization	16
Section 3 Intent to Comply	19
Certification by Proposed Subcontractor Regarding Equal Employment Opportunity	21
Anti-Lobbying Certification	22
Performance Bond	24
Payment Bond	26
Contract	29
Notice to Proceed	31
Certificate of Owner's Attorney	32
Engineer/Consultant's Certification for Acceptance and Final Payment	33
CDBG General Conditions	34
Affidavit Section 285.530, Revised Statutes of Missouri	60
Federal Labor Standards Provisions (HUD-4010)	61
HUD Supplemental Conditions	66
Appendix 1 Summary of Civil rights Laws, Executive Orders, and Regulations	76
Section 3 Frequently Asked Questions	FAQS
Supplemental General Conditions	78

DIVISION 1 - GENERAL REQUIREMENTS

Summary of Work	01 11 00
Incidental And Miscellaneous Items	01 11 13
Price and Payment Procedures	01 20 00
Submittals	01 33 00
Special Project Requirements	01 35 00
Regulatory Requirements	01 41 00
Testing Laboratory Services for Quality Control	01 45 29
Traffic Control	01 55 26

Construction Surveying	01 70 23.16
Mobilization	01 71 13
Cleaning	01 74 16
Specified Material and Equipment	01 87 13
 DIVISION 2 – EXISTING CONDITIONS	
Removal of Existing Improvements	02 41 00
 DIVISION 3 – CONCRETE	
Concrete Formwork	03 11 00
Concrete Reinforcement	03 20 00
Cast-In-Place Concrete	03 31 00
Cold Weather Concreting Procedures	03 39 01
Hot Weather Concreting Procedures	03 39 02
 DIVISION 31 – EARTHWORK	
Tree Removal, Clearing, And Grubbing	31 10 00
Finish Grading	31 22 19
Subgrade Compaction	31 23 13
Dewatering	31 23 19
Granular Stone Bedding and Backfill	31 23 23.13
Compaction Control and Testing	31 23 23.23
Trenching, Backfilling and Compacting	31 23 33
Structure Excavation, Trenching, And Backfilling	31 23 33.16
Erosion Control	31 25 00
Earthwork	31 30 00
Shoring	31 40 00
 DIVISION 32 – EXTERIOR IMPROVEMENTS	
Roadway Surface Replacement	32 01 10
Granular Stone Base	32 11 23
Bituminous Pavement	32 12 16
Pavement Markings	32 17 23
Surface Restoration	32 33 00

Seeding, Fertilizing, Liming and Mulching	32 92 19
DIVISION 33 – UTILITIES	
Plastic Pipe and Fittings	33 05 31
Concrete Manholes	33 05 61
Water Supply Piping System	33 10 00
Valves, Hydrants and Accessories for Water Utility Service	33 14 19
Sanitary Sewer Systems	33 31 11
Sewer Flow and Diversion Control	33 37 00
Storm Water Drainage	33 44 00

ADVERTISEMENT FOR BIDS

Project No.: 2019-DP-07

Owner: City of Neosho, Missouri 203 E. Main Street, Neosho, MO 64850

Separate sealed bids endorsed "Proposal" for construction of **Stratford and Freeman Rd. Stormwater Improvements** will be received by the City until 1:30 P.M., November 29, 2023, Local Time at the City Clerk's Office of the City of Neosho located at 203 E. Main Street, Neosho, Missouri, 64850, and at that time will be publicly opened and read aloud.

Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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:

Neosho City Hall located at 203 E. Main Street, Neosho, MO 64850

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. 8789448. Digital download cost is \$30.00 which may be paid online via a credit card. Hard copies 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 Michael Atkinson, P.E. at (417)680-7200, 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 Neosho 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 90 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: October 31, 2023 Neosho, Missouri
/s/ David Kennedy, City Manager

"EQUAL OPPORTUNITY EMPLOYER"

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The City of Neosho (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 Neosho at the office OF City Hall until 1:30 P.M. (prevailing local time) on November 29, 2023, and at that time will be publicly opened. The envelopes containing the bids must be sealed, address to the City of Neosho at 203 E. Main Street, Neosho, MO 64850 and designated as bid for Stratford and Freeman Rd. Stormwater 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 Ninety (90) 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 as indicated hereafter. Bidder must agree also to pay as liquidated damages, the sum of \$900 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

CONTRACT TIME	
Base Bid	150 Consecutive Calendar Days
Additive Bid	5 Additional Consecutive Calendar Days

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 Michael Atkinson, P.E. at 7231 E. 24th Street, Joplin, MO 64804 or michael.atkinson@amce.com 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 and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, 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. 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 Neosho, 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 Neosho for Stratford and Freeman Rd.
Stormwater 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 Neosho, MO, City Hall, 203 E. Main Street, Neosho, MO 64850

Date November 29, 2023

Project No. 2019-DP-07

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 Neosho, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Stratford and Freeman Rd. Stormwater 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 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$900.00 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 _____
(\$ _____)

Alternates, both additive and deductive (if applicable), must be taken in the numerical order in which they are listed.

ADDITIVE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for 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:

BASE BID					
Line Item	Item Description	Quantity	UofM	Unit Price	Extension
1	Removal of Existing Improvements	1	LS	\$	\$
2	Linear Grading	16.5	STA	\$	\$
3	Paved Ditch (6" Thick Including Toe Walls)	38	SY	\$	\$
4	Remove & Replace Rollback Concrete Curb and Gutter	684	LF	\$	\$
5	Cold Mill (8' Wide)	324	LF	\$	\$
6	8" Barrier Curb & Gutter	485	LF	\$	\$
7	Asphalt/Concrete Pavement Replacement	2046	SY	\$	\$
8	Reestablish Pavement Markings	1	LS	\$	\$
9	Concrete Driveways (Stratford Road)	307	SY	\$	\$
10	Concrete Driveways (Freeman Road)	292	SY	\$	\$
11	Type 2 Rock Blanket	72	SY	\$	\$
12	2'X4'X2.5' Precast Junction Box	1	EA	\$	\$
13	24" Pipe To 2'X6" Connection	1	EA	\$	\$
14	3'X5' To 2'X6' Connection/Transition	1	LS	\$	\$
15	3'X5' Box Culvert Elbow	1	EA	\$	\$
16	3'X6' Box Culvert Elbow	1	EA	\$	\$
17	7' x 13' Junction Box	1	EA	\$	\$
18	Type S1 Inlet (3'x2')	5	EA	\$	\$
19	Type S1 Inlet (5'x3')	1	EA	\$	\$
20	Type S2 Inlet (5'X3')	1	EA	\$	\$
21	Precast Drop Inlet W/ 2'x2' Curved Vane Grate	6	EA	\$	\$
22	Precast 8'x4' Curb Inlet	11	EA	\$	\$
23	Precast Drop Inlet W/ Neenah R-3295-2 (L Grate)	1	EA	\$	\$
24	Precast Drop Inlet W/ Neenah R-3295-1 (L Grate)	1	EA	\$	\$
25	15" Class III Reinforced Concrete Pipe	406	LF	\$	\$
26	24" Class III Reinforced Concrete Pipe	130	LF	\$	\$
27	23" x 14" Class III Reinforced Concrete Elliptical Pipe	30	LF	\$	\$
28	23" x 14" Concrete Flared End Section, Inc. Trenching, Bedding, Backfill	1	EA	\$	\$
29	48" Class III Reinforced Concrete Pipe	31	LF	\$	\$
30	2'x6' Reinforced Concrete Box Culvert	262	LF	\$	\$
31	3'x5' Reinforced Concrete Box Culvert	462	LF	\$	\$
32	3'x6' Reinforced Concrete Box Culvert	646	LF	\$	\$
33	8'-10' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	108	LF	\$	\$
34	10'-12' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	371	LF	\$	\$
35	10'-12' Deep Trench & Backfill for 10" Dia. Gravity Sewer Pipe	214	LF	\$	\$

36	Pressure Testing and Deflection Testing of 8" Dia. Gravity Sewer Piper, Complete	479	LF	\$	\$
37	Pressure Testing and Deflection Testing of 10" Dia. Gravity Sewer Piper, Complete	214	LF	\$	\$
38	8" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	479	LF	\$	\$
39	10" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	214	LF	\$	\$
40	Reconnection of Existing 6" Sewer Laterals & Taps (Including up to 15 LF of pipe)	13	EA	\$	\$
41	TYPE I, 48" Diameter Precast Manholes (7.5 ft standard depth)	6	EA	\$	\$
42	TYPE I, 48" Diameter Extra Depth, complete & In Place	13	FT	\$	\$
43	TYPE I, 48" Diameter Manhole Testing	6	EA	\$	\$
44	Connection to Existing Manholes	1	EA	\$	\$
45	Water Service Line Relocation, Complete & In Place	608	LF	\$	\$
46	Water Line Relocation 6" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	91	LF	\$	\$
47	Water Line Relocation 8" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	67	LF	\$	\$
48	Water Line Relocation 10" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	46	LF	\$	\$
49	Water Line Relocation 16" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	16	LF	\$	\$
50	Erosion Control	1	LS	\$	\$
51	Traffic Control	1	LS	\$	\$
52	Topsoil, Seeding, Fertilizing, and Mulching	1	LS	\$	\$
53	Type A Surface Restoration	1650	LF	\$	\$
54	Construction Staking	1	LS	\$	\$
55	Mobilization	1	LS	\$	\$
56	All other Miscellaneous and Incidentals Items Necessary for Completion of the Project	1	LS	\$	\$
BASE BID TOTAL					\$

ADDITIVE BID A					
Line Item	Item Description	Quantity	UofM	Unit Price	Extension
57	5' Wide Sidewalk (4" Thick)	275	SY	\$	\$
58	Perpendicular ADA Ramp	2	EA	\$	\$
59	Truncated Domes	20	SF	\$	\$
ADDITIVE TOTAL					\$

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 and as indicted in the bid schedule.
2	Additive Bid	Sidewalk and ADA facilities.

- b. Contractors are required to include prices for the Base Bid and all Additive bids. Any proposal submitted without the Base Bid and all Additive bids will be considered non-responsive and will be rejected.

III. CONTRACT AWARD DETERMINATION:

- a. The responsive, responsible, low bidder will be determined by considering the Base Bid plus the total of the Additive Bid accepted by the City.
- b. The City may accept or reject the Additive Bid. If the City rejects the Additive Bid, then the responsive, responsible, low bidder for the Base Bid will be considered.
- 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.

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.

(SEAL – if bid is by a corporation)

Respectfully submitted:

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)

- | | | |
|--|---------------------------------------|--------------------------------------|
| ☐ General Contracting | ☐ Electrical | ☐ Plumbing |
| ☐ HVAC | ☐ Demolition | ☐ Earthmoving |
| ☐ Asbestos Abatement | ☐ 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 Neosho, Missouri

203 E. Main Street, Neosho, MO 64850

(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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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 three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST: (SEAL)

Principal

By _____

By _____

(Witness as to Principal)

Name & Title: _____

(Address)

Address: _____

(Surety)

ATTEST: (SEAL)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(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 Neosho, Missouri

203 E. Main Street, Neosho, MO 64850

(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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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 three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST: (SEAL)

Principal

By _____

By _____

Name & Title: _____

(Witness as to Principal)

Address: _____

(Address)

ATTEST: (SEAL)

(Surety)

(Witness as to Surety)

By _____

Attorney-in-Fact

(Address)

(Address)

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

If 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.

NOTICE TO PROCEED

TO _____ Date _____

Project Stratford and Freeman Rd. Stormwater
Improvements

Project No.: 2019-DP-07

City of Neosho, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, 2023, and you are to complete the Base Bid WORK within One Hundred Eighty (150) consecutive calendar days and the Additive Bid Work within Five (5) consecutive calendar days thereafter. The date of completion for the WORK is therefore _____, 20____.

CITY OF NEOSHO, 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 Neosho, 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 Neosho, Missouri
Project No.: 2019-DP-07
Project: Stratford and Freeman Rd. Stormwater 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__.

<u>Michael Atkinson, P.E.</u> (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 services required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the material and laboratory testing 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 Wright 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 Wright 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 be 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 #

A. 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.

(1) MINIMUM WAGES

- (i) 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, 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

- (i) **Maintaining Payroll Records.** 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

- (ii) **Certified Payroll Reports.**

- (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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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 or September, 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 of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 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 Neosho, 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 – Stratford and Freeman Rd. Stormwater Improvements, Project Number: 2019-DP-07, 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 Stratford and Freeman Rd. Stormwater Improvements, Project Number: 2019-DP-07 in the City of Neosho, 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: _____.

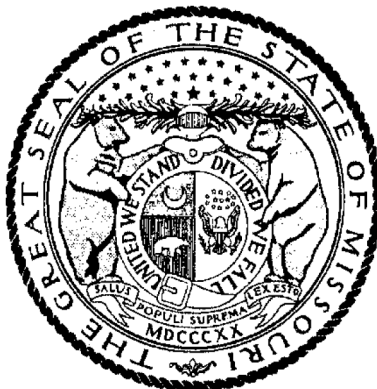
Notary Public

8. STATE OF MISSOURI PREVAILING WAGE DETERMINATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 073
NEWTON 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 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.82
Boilermaker	\$28.27*
Bricklayer	\$50.94
Carpenter	\$43.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.46
Plasterer	
Communications Technician	\$28.27*
Electrician (Inside Wireman)	\$47.04
Electrician Outside Lineman	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.27*
Glazier	\$28.27*
Ironworker	\$28.27*
Laborer	\$39.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.58
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$28.27*
Plumber	\$49.13
Pipe Fitter	
Roofer	\$41.52
Sheet Metal Worker	\$49.42
Sprinkler Fitter	\$28.27*
Truck Driver	\$28.27*
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
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.73
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.27*
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 in 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

Superseded General Decision Number: MO20220001

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)(2)-(60).

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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	01/06/2023
1	01/27/2023
2	03/03/2023

3	03/17/2023
4	03/24/2023
5	04/14/2023
6	05/19/2023
7	05/26/2023
8	06/16/2023
9	06/30/2023
10	08/18/2023
11	09/08/2023
12	10/13/2023

CARP0002-002 05/01/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 40.34	21.25

CARP0005-006 05/01/2021

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

CARP0011-001 05/01/2022

	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.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.43	19.20
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...	\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN,		

MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 33.89	19.20
FRANKLIN COUNTY.....	\$ 37.59	19.20
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 39.94	19.50
LINCOLN COUNTY.....	\$ 35.91	19.20
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 34.74	19.20
WARREN COUNTY.....	\$ 36.38	19.20

ELEC0001-002 07/17/2022

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.....	\$ 43.56	29.10

ELEC0002-001 09/04/2022

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.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

ELEC0053-004 01/01/2023

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY,		

HOLT, JASPER, LACLEDE,
 LAWRENCE, LIVINGSTON,
 MCDONALD, MERCER, NEWTON,
 NODAWAY, OZARK, POLK, ST.
 CLAIR, STONE, TANEY, VERNON,
 WEBSTER, WORTH AND WRIGHT
 COUNTIES)

Groundman Powderman.....	\$ 34.25	18.81
Groundman.....	\$ 31.96	18.03
Lineman Operator.....	\$ 46.74	23.09
Lineman.....	\$ 51.82	24.89

Line Construction; (BATES,
 BENTON, CARROLL, CASS, CLAY,
 HENRY, JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,
 RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

 ELEC0095-001 06/01/2020

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

Rates	Fringes
-------	---------

Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

 ELEC0124-007 09/28/2021

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

Rates	Fringes
-------	---------

Electricians.....	\$ 41.79	23.67
-------------------	----------	-------

 ELEC0257-003 03/01/2023

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

Rates	Fringes
-------	---------

Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 37.00	20.88

 ELEC0350-002 12/01/2022

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.....	\$ 35.50	19.94
-------------------	----------	-------

ELEC0453-001 09/01/2023

Rates	Fringes
-------	---------

Electricians:

CHRISITAN, 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 06/01/2023

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

Rates	Fringes
-------	---------

Electricians:.....	\$ 36.75	20.40
--------------------	----------	-------

ELEC0702-004 01/02/2023

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

Rates	Fringes
-------	---------

Line Construction:

Groundman - Class A.....	\$ 33.63	29%+8.35
Groundman-Equipment		
Operator Class II (all		
other equipment).....	\$ 42.65	29%+8.35
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...	\$ 48.67	29%+8.35
Lineman.....	\$ 59.34	29%+8.35

ENGI0101-001 05/01/2020

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

Rates	Fringes
-------	---------

Power equipment operators:

GROUP 1.....	\$ 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 hand held); 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 pressure 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 guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/03/2023

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

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 Spreker; 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 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

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.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

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 mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

 ENGI0513-007 05/03/2023

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser

mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and 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 04/01/2023

	Rates	Fringes
--	-------	---------

Ironworkers:

ANDREW, BARTON, BENTON,
CAMDEN, CEDAR, CHARITON,
CHRISTIAN, COOPER, DADE,
DALLAS, DAVIESS, DE KALB,
GENTRY, GREENE, GRUNDY,
HARRISON, HICKORY, HOLT,
HOWARD, LACLEDE, LINN,
LIVINGSTON, MERCER,
MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SULLIVAN, TANEY, VERNON,
WEBSTER, WRIGHT and WORTH
Counties and portions of
ADAIR, BOONE, MACON,
MILLER and RANDOLPH

Counties.....\$ 33.50 33.38

ATCHISON, BATES, BUCHANAN,
CALDWELL, CARROLL, CASS,
CLAY, CLINTON, HENRY,
JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
SALINE, AND RAY COUNTIES....\$ 36.50 33.38

* IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
--	-------	---------

Ironworker.....\$ 27.00 20.96

IRON0396-004 08/04/2021

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.....\$ 36.71 28.96

IRON0396-009 08/04/2021

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.....\$ 32.24 28.96

IRON0577-005 06/01/2023

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

	Rates	Fringes
Ironworker.....	\$ 31.55	25.05

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 05/01/2023		

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 35.49	15.62
GROUP 2.....	\$ 36.09	15.62
LABORER (Washington County)		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

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 nozzle men; 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 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

LAB00660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62

LAB00662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

LAB00663-002 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.15	17.06

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 05/01/2023

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.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORER (Franklin County)

GROUP 1.....	\$ 35.44	15.62
GROUP 2.....	\$ 36.04	15.62

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

LAB00955-012 05/01/2023

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

Rates	Fringes
-------	---------

LABORER

GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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; toppler of standing trees; 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 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 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

PAIN0002-002 09/01/2007

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

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

Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24
-----------------------------------	----------	-------

PAIN0002-006 04/01/2023

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

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

PAIN0003-004 04/01/2019

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

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

PAIN0003-011 04/01/2019

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76

Stageman; Beltman;		
Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

PAIN0203-001 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

PAIN1185-008 04/01/2023

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.83	15.13
Floor Work.....	\$ 32.83	15.13
Lead Abatement.....	\$ 32.83	15.13
Spray.....	\$ 32.83	15.13
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.83	15.13
Taping, Paperhanging.....	\$ 32.83	15.13

PAIN1292-002 09/01/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

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

PAIN1292-003 09/01/2022

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

COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

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

PAIN2012-001 04/20/2022

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

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 04/01/2023

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

	Rates	Fringes
Cement Masons:.....	\$ 36.57	18.30

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 04/01/2021

	Rates	Fringes
--	-------	---------

CEMENT MASON

FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 34.79	19.58
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 35.96	19.56

PLAS0527-004 06/01/2021CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES

	Rates	Fringes
--	-------	---------

CEMENT MASON.....	\$ 30.30	19.48
-------------------	----------	-------

PLAS0908-001 05/01/2023BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
--	-------	---------

CEMENT MASON.....	\$ 32.30	18.38
-------------------	----------	-------

PLAS0908-005 05/01/2023BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
--	-------	---------

CEMENT MASON.....	\$ 32.30	18.38
-------------------	----------	-------

PLUM0008-003 06/01/2023

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
--	-------	---------

Plumbers.....	\$ 54.28	23.79
---------------	----------	-------

PLUM0008-017 06/01/2023BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
--	-------	---------

Plumbers.....	\$ 54.28	23.79
---------------	----------	-------

* PLUM0045-003 08/01/2023ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 44.35	26.05

PLUM0178-003 11/01/2022		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.75	15.32

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 06/01/2023		

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

	Rates	Fringes
Pipefitters.....	\$ 53.56	24.70

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 05/01/2023		

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 33.04	15.15
GROUP 2.....	\$ 33.19	15.15
GROUP 3.....	\$ 33.31	15.15
GROUP 4.....	\$ 33.20	15.15
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 33.77	15.05
GROUP 2.....	\$ 33.93	15.05
GROUP 3.....	\$ 33.92	15.05
GROUP 4.....	\$ 34.04	15.05
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 36.13	15.15
GROUP 2.....	\$ 36.24	15.15
GROUP 3.....	\$ 36.28	15.15
GROUP 4.....	\$ 36.35	15.15
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 34.78	15.15
GROUP 2.....	\$ 34.89	15.15
GROUP 3.....	\$ 35.93	15.15
GROUP 4.....	\$ 35.00	15.15

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 05/01/2020

	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.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25

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

GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25

Truck drivers; (BUCHANAN,
JOHNSON AND LAFAYETTE
COUNTIES)

GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

axle.

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

TEAM0245-001 03/26/2012

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

	Rates	Fringes
--	-------	---------

Truck drivers:

Traffic Control Service		
Driver.....	\$ 20.45	0.00

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

TEAM0541-001 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
--	-------	---------

Truck drivers:

GROUP 1.....	\$ 35.31	17.55
GROUP 2.....	\$ 34.74	17.55
GROUP 3.....	\$ 34.22	17.55

TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2023

ST LOUIS CITY AND COUNTY

	Rates	Fringes
--	-------	---------

Truck drivers:

GROUP 1.....	\$ 34.37	8.44+a+b+c+d
GROUP 2.....	\$ 34.37	8.44+a+b+c+d

GROUP 3.....\$ 34.37 8.44+a+b+c+d

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.

=====
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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

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>.

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, tools, and supervision to complete incidental and miscellaneous items associated with related work as shown on the plans, but not specifically identified in the bid schedule. This work typically consists of, but is not limited to, installation of drainage structures, piping and culverts, pipe connections to box culverts, minor adjustments of improvements with considerations to locations of existing pipe joints, pavement repair, grading, vegetative restoration, and any other miscellaneous and incidental items that may be shown on the drawings or required for the complete installation of the work.

2. LOCATION

- 2.1 In the City of Neosho, Missouri, Newton County as shown on the drawings.
- 2.2 Street Designations:
Freeman Road (Approximately between McKinney and Park Street)
Stratford Road (Approximately between Freeman Road and Flower Box Ln)

3. ACCESS

- 3.1 Access to the site(s) is available via public roads and streets and easements.

4. PERMITS

- 4.1 Secure all necessary permits from respective authorities.

5. SUMMARY OF WORK

- 5.1 Work includes, but is not limited to construction of specified box culverts, fill, compaction, pavement removal and repair, curb and gutter removal, repair, and installation, drainage piping and appurtenances, and any other miscellaneous and incidental items that may be shown on the drawings or are required for a complete installation of the work.
- 5.2 Work includes, but is not limited to construction of specified sanitary sewer main, relocation of existing water main and service lines, and any other miscellaneous and incidental items that may be shown on the drawings or are required for a complete installation of the work.
- 5.3 Work includes, but is not limited to, erosion control, material sampling and testing, certifications, vegetative restoration, connection to existing drainage structures, and structure and utilities relocation. These items are coincident with the installation of new culverts.
- 5.4 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

6. RELATED REQUIREMENTS

- 6.1 Drawings are included as part of this specification. Installation shall be per the construction drawing, supplemented as necessary by the typical construction details.

6.2 Locate all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Missouri One-Call System and other appropriate locating services.

6.3 All damage to existing private and/or municipal utilities including service connections shall be repaired, including the cost of all required materials. All repairs shall be made as authorized by the owner of the utility involved and in compliance with all jurisdictional requirements.

7. SCHEDULING OF WORK

7.1 Schedule all work, including location of utilities, coordinate with appropriate jurisdictional agencies, and with utilities' supervisors prior to initiating construction.

8. FIELD ENGINEERING

8.1 Furnish vertical and horizontal control staking as necessary for the execution of the work as shown on the drawings. Deviations to avoid unknown or dislocated facilities are to be expected.

8.2 Avoid disturbing existing markers showing property corners, and if disturbed, corners must be re-established by a Registered Land Surveyor.

9. REGULATORY REQUIREMENTS

9.1 Obtain all necessary permits and comply with all codes of construction as required by the following:

9.1.1 City of Neosho, Missouri

9.1.2 Missouri Department of Transportation

9.2 Pay for any bond or other charges associated with obtaining the necessary permits.

10. CONSTRUCTION STANDARDS

10.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

11. REFERENCES AND ABBREVIATIONS

11.1 The latest edition of the following specifications cover certain specified materials and methods. Abbreviations as used in the specifications shall mean the following:

11.1.1 AWWA: American Water Works Association

11.1.2 AGA: American Gas Association

11.1.3 ASTM: American Society for Testing Materials

11.1.4 AASHTO: American Association of State Highway & Transportation Officials

11.1.5 ANSI: American National Standards Institute

- 11.1.6 API: American Petroleum Institute
- 11.1.7 ASA: American Standards Association
- 11.1.8 DOT: Federal Department of Transportation
- 11.1.9 AWS: American Welding Society
- 11.1.10 AREA: American Railway Engineering Association
- 11.1.11 ACI: American Concrete Institute
- 11.1.2 BOCA: Building Officials and Code Administrators

12. QUALITY CONTROL

- 12.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

13. MATERIAL HANDLING AND STORAGE

- 13.1 Provide adequate transportation and labor to load and unload and receive materials.
- 13.2 All materials received and installed shall be new.
- 13.3 Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or materials.
- 13.4 Store fabricated products above ground, on blocking or skids, to prevent soiling or damage. Store loose granular materials in a well-drained area on solid surfaces. Arrange for storage in a manner to provide easy access for inspection or inventory by Engineer.
- 13.5 Make periodic inspection of stored products to ensure that products are maintained under specified conditions, and free from damage or deterioration.

14. RETEST DATE

- 14.1 In the event of unsuccessful tests, deficiencies shall be repaired or work replaced, and the construction shall be re-tested within two calendar days of the repair or replacement completion.

15. WORK IN PUBLIC THOROUGHFARES

- 15.1 Prior to excavating in public streets, all appropriate permits shall be obtained. Barricades, signs, and signals shall be maintained. The signs shall indicate actual conditions that exist on the road ahead.
- 15.2 The closure time for all streets must be kept to a minimum. Traffic control signs and barricades must be in place prior to beginning work.
- 15.3 Open trench conditions shall be limited to a maximum of 250 feet in length per location.

15.4 Contractor shall schedule and coordinate the work to accommodate access by police and emergency vehicles and personnel. Contractor shall give the City one week notice prior to closing any street.

15.5 Protection of Existing Roadways: Contractor shall suitably protect existing State, County, and/or City roadway pavements from damage potentially caused by the use of heavy equipment. Where trenching runs parallel to existing pavement, plywood or other suitable materials shall be utilized to protect existing roadway surfaces from damage due to backhoe tracks and/or wheel loads, etc. Any associated repairs required for "parallel" roadway surfaces shall be solely at the Contractor's expense.

16. ENVIRONMENTAL

16.1 In the event of spillage or discharge of oil to the environment, the Contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 - Discharge of Oil: Part 112 - Oil Pollution Prevention; Part 300 - National Oil and Hazardous Substances Pollution Contingency Plans; and all applicable State, County, and municipal regulations.

END OF SECTION 01 11 00

SECTION 01 11 13 - INCIDENTAL AND MISCELLANEOUS ITEMS

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, tools, and supervision to complete incidental and miscellaneous items associated with related work as shown on the plans, but not specifically identified in the bid schedule. This work typically consists of, but is not limited to, pipe connections to box culverts, plugging pipes, concrete pipe collars, bulkheads, minor adjustments of improvements with considerations to locations of existing pipe joints or other considerations, minor unforeseen conditions to modify existing facilities, construction surveying and staking, coordination with property owners, replacement and/or relocation of fences, mail boxes, and signs.

2. MEASUREMENT AND PAYMENT

- 2.1 All miscellaneous items shown on the plans or specified in the notes (general or otherwise), but not specifically stated in the Bid Schedule shall be included under the Lump Sum price for Incidental and Miscellaneous Items as stated in the Bid Schedule. This shall include all labor, material, and equipment for a complete and in place project.

END OF SECTION 01 11 13

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

1. GENERAL

- 1.1 The performance and perfection of the scope of work stated in these specifications and as directed by the Owner shall be either measured or shall be considered a requisite provision incidental to either measured work or to the perfection of the contract.
- 1.2 The items of performance listed in the Bid Schedule are the only items to be measured and for which a specific unit or lump sum price will be remitted. All remaining labor, material, supervision, equipment, and appurtenances requisite for performance shall be incidental to the measured items.
- 1.3 The cost to the Owner of incidental items shall be a part of the price for measured items, payment for which will be remitted to the Contractor upon acceptance of work by the Owner and certified as complete by the Engineer.

END OF SECTION 01 20 00

SECTION 01 33 00 - SUBMITTALS

1. GENERAL

- 1.1 The types of submittal requirements specified in this section include shop drawings, product data, samples, and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work.
- 1.2 Definitions: Work-related submittals of this section are categorized for convenience as follows:
 - 1.2.1 Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to several projects.
 - 1.2.2 Product data includes standard printed information on materials, products, and systems not specially prepared for this project, other than the designation of selections from among available choices printed therein.
 - 1.2.3 Samples include both fabricated and unfabricated physical examples of materials, products, and units of work, both as complete units of work, either for limited visual inspection or (where indicated) for more detailed testing and analysis.
 - 1.2.4 Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, survey data and reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

2. GENERAL SUBMITTAL REQUIREMENTS

- 2.1 Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.
- 2.2 Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, specification section, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals, which are received from sources other than through Contractor's office, will be returned "without action".
- 2.3 Transmittal Form: Prepare a draft of special transmittal form for project, and submit to Engineer for acceptance. Provide places to indicate project, date, "To", "From", names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.
- 2.4 Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

3. PRODUCT DATA

- 3.1 Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application of labels and seals, notation of field measurements that have been checked, and special coordination requirements.

3.1.1 Maintain one set of product data (for each submittal) at project site, available for reference by Owner/Engineer and others.

3.1.2 Do not submit product data or allow its use on the project until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Engineer, marked with an "Action", which indicates an observed non-compliance. Submit three copies for Engineer's review, plus additional copies (which will be returned) where required for maintenance manuals.

SECTION 01 35 00 SPECIAL PROJECT REQUIREMENTS

1. GENERAL

- 1.1 Protection of Existing Roadways: Contractor shall suitably protect existing State, County, and/or City roadway pavements from damage potentially caused by the use of heavy equipment. Where trenching runs parallel to existing pavement, plywood or other suitable materials shall be utilized to protect existing roadway surfaces from damage due to backhoe tracks and/or wheel loads, etc. Any associated repairs required for "parallel" roadway surfaces shall be solely at the Contractor's expense.

SECTION 01 41 00 - REGULATORY REQUIREMENTS

1. GENERAL

- 1.1 Regulations: All applicable Federal and State laws, the rules, and regulations thereto, and 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.
- 1.2 The Contractor shall conform to the Federal OSHA and State of Missouri construction safety requirements.
- 1.3 All additional costs, if any, incurred by reason of any necessity of complying with such laws, ordinances, rules, and regulations, as the same may from time to time be amended, shall be borne by the Contractor. The Owner or Engineer shall have no duty to inform the Contractor of such laws, ordinances, rules, and regulations or amendments thereto.
- 1.4 Taxes: The Contractor shall pay for any and all taxes, occupational, privilege, license, excise, gross income, gross receipts, use, payroll, documentary, or other taxes applicable to this contract that are effective or are scheduled to become effective thirty (30) days after the date of bid opening. Sales tax on major items of materials purchased for construction or building materials shall be addressed in the Bid Packet.
- 1.5 Unemployment Compensation: The Contractor shall comply with the State Unemployment Insurance or Compensation Act, and wherever permissible, shall elect to become subject to the Act.
- 1.6 License/Registration: For work where Contractor License Laws are in effect, the Contractor must be licensed or registered, and submit a statement or other evidence in the form prescribed by law, giving number, date, and/or expiration date of his license.
- 1.7 Permits: The Contractor shall procure and pay for all permits, inspections, licenses, fees, and approvals necessary for the execution of his contract.

SECTION 01 45 29 - TESTING LABORATORY SERVICES FOR QUALITY CONTROL

1. GENERAL

- 1.1 The scope of quality control services is specified within the various divisions and shall include, but not be limited to, services for soils, concrete, asphalt, and steel.

2. REPORTS

- 2.1 Submit written report of each test and inspection, two copies each to Owner, Engineer, and Contractor. Each report shall include:

- 2.1.1 date issued;
- 2.1.2 project title and number;
- 2.1.3 testing laboratory name, address, and telephone number;
- 2.1.4 name and signature of laboratory inspector;
- 2.1.5 date and time of sampling or inspection;
- 2.1.6 record of temperature and weather conditions;
- 2.1.7 date of test;
- 2.1.8 identification of product and specification section;
- 2.1.9 location of sample or test in the project;
- 2.1.10 type of inspection or test;
- 2.1.11 results of tests and compliance with Contract Documents;
- 2.1.12 interpretation of test results that indicate unsatisfactory conditions.

3. MEASUREMENT AND PAYMENT

- 3.1 Quality Control services shall be considered incidental to the performance and perfection of the contract and shall not be paid for or measured as a separate pay item. The Contractor is expected to perform quality control efforts for all materials, delivery and placement thereof. Quality control tests shall be made available to the owner or Engineer upon request and shall contain the information specified in paragraph 2 REPORTS above.

SECTION 01 55 26 - TRAFFIC CONTROL

1. GENERAL

- 1.1 This work shall consist of furnishing and installing traffic control devices in accordance with the contract and as directed by the Engineer or as required by the applicable regulatory authority.

2. MATERIALS

- 2.1 All construction sign and reflective materials shall conform to the Missouri Standard Specification for Highway Construction – latest edition, as amended and supplemented by any special provisions.

3. CONSTRUCTION REQUIREMENTS

- 3.1 The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, object markers, flashing devices, lights, any other traffic control devices as directed by the Engineer. All signs and traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be kept legible, in alignment, and in good repair. All signs shall be covered, set aside, turned, removed, or relocated as work progresses, or is completed and their necessity ceases to exist. All traffic control devices shall be removed after completion of construction and shall remain the property of the contractor unless specified otherwise.
- 3.2 Flagmen will be required when equipment is crossing a road that is open to vehicular traffic. Hand signaling devices, flagmen attire, flagging procedures, and flagmen stations shall be in accordance with the MUTCD. On the resurfacing areas which require handling two-way vehicular traffic over a single lane, each flagman involved in controlling traffic through and along the work area shall be equipped with a portable transceiver radio and a stop-slow hand signaling device.
- 3.3 Under special circumstances and upon receipt of prior approval by the City and the Engineer, one-way traffic or lane closures may be considered at the sole discretion of the Owner. The length of time that the contractor may maintain lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the City's and Engineer's approval. The contractor shall furnish the personnel and equipment to achieve temporary stoppage of all traffic lanes if construction operations require such. No direct payment will be made for removing or reusing particular signs. Traffic control devices used by the contractor shall be supplied, installed, maintained, and removed by the contractor at his expense.
- 3.4 Contractor shall submit a traffic control plan meeting the requirements of the MUTCD to the City, County and/or the Missouri Department of Transportation (MoDOT) for approval for all lane closures depending on which authority has jurisdictional authority of the respective roadway.
- 3.5 Contractor shall be responsible for obtaining from MoDOT, County and/or the City any and all traffic control requirements applicable to the construction of this project, prior to beginning construction. Contractor shall be responsible for complying with all traffic control measures required for construction within MoDOT, County and/or City right-of-way.
- 3.6 The requirements of this specification shall not relieve the contractor of his responsibility for protecting both the public and the work.
- 3.7 Cost associated with preparing a traffic control plan meeting the requirement of the MUTCD shall be the responsibility of the contractor, if such a plan is required by the applicable regulatory authority.
- 3.8 The Contractor shall give the City a minimum of one weeks notice prior to any road closure.

3.9 Contractor shall coordinate with property owners to maintain access into driveways, to the extent possible.

4. MEASUREMENT AND PAYMENT

4.1 Traffic control shall be measured and paid for on a lump sum basis as set forth in the Bid Schedule.

SECTION 01 70 23.16 - CONSTRUCTION SURVEYS

1. GENERAL

- 1.1 The drawings provide T.B.M. information for vertical and horizontal control. From the references, the Contractor shall be responsible for all construction layout as required for the timely prosecution and completion of the work.
- 1.2 The Contractor shall protect and preserve the established benchmarks, monuments, and survey markers. The Contractor shall carry sole responsibility for replacement of altered or destroyed survey references.
- 1.3 The Contractor shall check the accuracy and sufficiency of all construction surveys produced by his subcontractors and his employees.
- 1.4 The Contractor shall provide all labor, equipment, supplies, and supervision to perform construction survey requested to perform the construction.

SECTION 01 71 13 - MOBILIZATION

1. DESCRIPTION

- 1.1 This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and between project sites, for the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items, payment for the actual cost of the contract bond and railroad liability insurance and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

2. BASIS OF PAYMENT

- 2.1 Payment for the actual cost of the contract bond and railroad liability insurance (if applicable) will be authorized upon presentation of invoices at least four days prior to the estimate date. Receipted invoices for payments previously permitted on the estimate shall be submitted to the engineer within 27 days of the date of the estimate on which payment was made or such payment will be deducted from future estimates. The amount paid, but no more than the contract price for mobilization, will be deducted from the contract price for mobilization and the remainder will be used as the basis for partial payments which will be allowed on the next estimate under the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.
- 2.2 The first partial payment will be made when five percent of the original contract amount is earned.
- 2.3 The second partial payment will be made when ten percent of the original contract amount is earned.
- 2.4 The third partial payment will be made when 25 percent of the original contract amount is earned.
- 2.5 The fourth partial payment will be made when 50 percent of the original contract amount is earned.
- 2.6 When the engineer has accepted the contract for maintenance in accordance with Section 0700, Paragraph 20, any amount bid for mobilization exceeding ten percent of the original contract price, less the amount for the contract bond and Railroad Liability Insurance, will be paid.
- 2.7 Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

SECTION 01 74 16 - CLEANING

1. GENERAL

- 1.1 Maintain right-of-way and site free from accumulations of waste, debris, and rubbish caused by operations, and take every precaution against injuries to persons or damage to property.
- 1.2 At completion of work, remove waste materials, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for use.
- 1.3 Requirements of Regulatory Agencies: Conduct cleaning and disposal operations in accordance with all applicable local and state laws, ordinances, and code requirements.

2. MATERIALS

- 2.1 None specified.

3. EXECUTION

- 3.1 Use of Premises: Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work so as to not unduly interfere with the progress of the work.
- 3.2 Cleaning During Construction:
 - 3.2.1 Execute periodic cleaning activities to ensure that right-of-way and public properties are maintained free from accumulations of waste materials and rubbish.
 - 3.2.2 Entirely remove and dispose of material or debris during the progress of the work that has washed into or has been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the contractor's operations.
 - 3.2.3 Wet down dry materials and rubbish to lay dust and prevent blowing dust.
 - 3.2.4 At reasonable intervals during the progress of work, clean the site and dispose of waste materials, debris, and rubbish.
 - 3.2.5 Clean up frequently all refuse, rubbish, scrap materials, and debris caused by construction operations to the end that at all times, the site of the work shall present a neat, orderly, and workmanlike appearance.
 - 3.2.6 Effect all cutting, fitting, or finishing of the work required to make the same conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
 - 3.2.7 When applicable, schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not generate a nuisance.
- 3.3 Control of Hazards:
 - 3.3.1 Store volatile wastes in covered metal containers, and remove from premises after need is fulfilled.
 - 3.3.2 Prevent accumulation of waste which may create hazardous conditions.

3.3.3 Provide adequate ventilation during use of volatile or noxious substances.

3.4 Disposal:

3.4.1 Do not burn or bury rubbish and manmade materials on project.

3.4.2 Do not dispose of volatile wastes on project site.

3.4.3 Do not dispose of wastes into streams or waterways.

3.5 Final Cleaning:

3.5.1 Broom clean paved surfaces.

3.5.2 Rake clean non-paved surfaces of the project site.

3.5.3 Before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and put the site in neat, orderly condition.

4. MEASUREMENT AND PAYMENT

4.1 Shall be considered incidental to the performance and perfection of the contract and shall not be paid for or measured as a separate pay item.

SECTION 01 87 13 - SPECIFIED MATERIAL AND EQUIPMENT

1. GENERAL

1.1 Description: This section specifies the manufacturers and suppliers of, and standards for, equipment and material to be provided in the construction of the project described in these specifications and shown on the drawings. Equipment and materials by manufacturers and suppliers other than those named herein will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplementary Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

1.2.2 The "Sole Manufacturer" shall be named where listed in the Bid Schedule.

1.2.3 The materials and equipment listed hereinafter are approved for use in the project, in addition to items noted on drawings or specified elsewhere herein. Any modification to piping, structures, etc. that are required by utilization of equipment other than listed below shall require the approval of the Engineer, and shall be the sole responsibility of the Contractor. No payment in addition to the contract bid price shall be made to the Contractor for any work required by such modifications.

2. MATERIALS AND EQUIPMENT

2.1 Concrete Reinforced Box Culverts: Scurlock Industries, Rinker Materials, Carter Waters, or Builder's Rebar.

2.2 Class III Reinforced Concrete Pipe (RCP): Vanguard Concrete Pipe, Scurlock Industries, Dura-Kast.

2.3 Concrete Curb Inlet, Castings, and Inlet Frames: East Jordan Iron Works, Neenah, Deeter, or Certainteed. Shawnee Steel, Scurlock Industries, or Rinker Materials

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed herein wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications, and receiving approval may be considered as deductive alternate items for this Project. Written approval will be provided to the apparent low bidder of approved deductive alternates.

3.3 Alternate equipment and material will generally be deemed equal to specified equipment and material provided that:

3.3.1 The alternate is determined by the Engineer to be of equal quality, function, performance, and reliability to the specified item. In this case, it will be assumed that the cost is less than the item specified.

3.3.2 The alternate is superior to the item specified. In this case, it will be assumed that the cost is more than the item specified.

- 3.4 Alternate items will not be considered unless, in the opinion of the Engineer, it conforms to the Drawings and Specifications in all respects, except for make and manufacturer.

SECTION 02 41 00 - REMOVAL OF EXISTING IMPROVEMENTS

1. GENERAL

- 1.1 This work shall consist of the removal and disposal of designated existing improvements, or to be removed under other items of work, from the right-of-way and within the limits of the project.
- 1.2 Removal of existing improvements shall include, but not be limited to, removing rails, ties, drainage structures, pavements, surfacing, and base courses of all types, curb, curb and gutter, sidewalks, and house walks, steps, retaining walls, foundation walls, columns, footings, floors and any other types of building appurtenances, cisterns, catch basins, manholes, drainage and sewer pipes, water and gas main pipes, other objects or structures including scattered or piled bricks, stones, broken masonry, rubbish, debris, etc. from demolition work, and other existing improvements. This item shall also include the salvaging of materials as designated in the contract, and the backfilling of the resulting trenches, holes, and pits, and any grading work required to shape, smooth, and finish the disturbed areas.

2. EXECUTION

- 2.1 All structures, old pavements, abandoned sewers or pipe lines, or other obstructions to the construction of the improvements or within the limits of the right-of-way and not designated or permitted to remain shall be removed or disposed of by the contractor as required. Existing structures used for handling temporary traffic shall not be removed until the replacement structures are open to traffic. The contractor may make use of existing structures or portions of them during construction, but no material designated for use elsewhere shall be removed from the project, cut, bent, broken, or otherwise damaged.
- 2.2 Material designated in the contract to be salvaged from existing structures shall be removed without damage in sections which may be readily handled or transported, and shall be piled neatly at an accessible point. Material not designated for salvage will be considered the property of the contractor unless owned and claimed by any political subdivision or utility company. Salvaged materials becoming the property of the contractor shall not be stored upon the right-of-way, nor shall any portion of the right-of-way be used by the contractor as a sales yard. All discarded material or debris shall be disposed of at locations selected by the Contractor.
- 2.3 In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grades and connections in the new work regardless of any limits which may be indicated on the plans.
- 2.4 Removal of concrete pavement or base course and concrete sidewalk may consist of disposing of the broken concrete in disposal areas furnished at the contractor's expense. Existing improvements not removed in their entirety shall be removed to a minimum depth of 12 inches below the finished grading section or natural ground.
- 2.5 All sewers and drainage pipes which have been or are to be abandoned shall be permanently sealed at the ends with bulkheads constructed of plain portland cement concrete, having a minimum thickness of 8 inches. The use of salvaged brick will be permitted for constructing bulkheads provided the brick are clean and sound.
- 2.6 All trenches, holes, and pits resulting from the removal of existing improvements shall be filled with earth. The material shall be placed in the same manner and compacted to approximately the same density as that required in adjoining areas.

- 2.7 Removing and disposing of abandoned fences will be considered as included in final cleaning up of the right-of-way and no direct payment will be made for such work.
- 2.8 Culvert pipe at entrances to private and commercial establishments shall remain the property of the private owners and shall be delivered thereto.

3. MEASUREMENT AND PAYMENT

- 3.1 Removal of existing improvements shall be measured and paid for on a lump sum basis as set forth in the Bid Schedule.

SECTION 03 11 00 - CONCRETE FORMWORK

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all materials, labor, tools and equipment necessary to construct all required concrete form work to the lines and grades shown on the plans.

2. MATERIALS

- 2.1 All forms for exposed surfaces shall be built of sound plywood or other materials approved by the Engineer, closely fitted to provide the best surface possible without special lining.
- 2.2 Forms for surfaces not exposed may be built of sound lumber free from loose knots.
- 2.3 Form accessories to be partially or wholly embedded in the concrete, such as ties and hangers, shall be commercially manufactured type. The portion remaining within the concrete shall leave no metal within one inch of any surface that will be exposed to view.

3. EXECUTION

- 3.1. Forms: Forms shall conform to the shape, lines and dimensions of the concrete as shown on the Plans. Forms shall be provided for all vertical surfaces. The materials, design, and construction of formwork shall conform to the applicable portions of the American Concrete Institute Standard "Recommended Practice for Concrete Formwork" (ACI 347) and to these specifications.
- 3.2 Design: The design of the formwork shall be the responsibility of the Contractor.
- 3.3 Construction: Forms shall be built true to line and shall be mortar-tight and sufficiently rigid to prevent displacement or bulging between supports. Bends, chamfers and other offsets shall be provided when the forms are built. Joints shall be kept to a minimum and all joints shall be solidly backed by framing.
- 3.4 Preparation of Surfaces: Before forms are placed, material to form exposed surfaces shall be oiled thoroughly, and for unexposed concrete, forms may be oiled at the Contractor's option. All forms not oiled shall be wetted immediately before placing concrete. All formwork shall be cleaned free of dirt and construction debris before placing concrete and points at which water has gathered within the forms due to wetting shall be drained.
- 3.5 Removal of Forms: Formwork for walls, sides of slabs and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations.
- 3.6 Embedded Items, Opening, & Recesses:
- 3.6.1 General: All sleeves, inserts, grooves, anchors, recesses, and other items required for adjoining work or for its support shall be placed for formed prior to placing the concrete.
- 3.6.2 Related Trades: All of the various trades shall be given ample opportunity to furnish for installation all hangers, anchors, inserts, sleeves, frames and other items to be built into the concrete as shown on the Plans or the various manufacturer's drawings or specified herein.
- 3.6.3 Placing Embedded Items: Expansions joint material, waterstops and all other embedded items shall be positioned accurately and supported securely against displacement before placing concrete.

3.6.4 Formed Holes: Formed holes shall be formed with non-ferrous material that shall be removed after the concrete has hardened.

- 3.7 Formwork for beams, slabs and other parts that support the weight of concrete and construction live loads shall remain in place until the concrete has reached its specified 28-day strength. Formwork that supports the weight of concrete only, and no construction live loads, or other loads, shall remain in place for not less than seven (7) days or until the concrete has reached 75 percent of its specified 28-day strength. The concrete shall be presumed to have reached its strength when either of the following conditions has been met:

3.7.1 When test cylinders, field cured under the most unfavorable conditions prevailing for any portion of the concrete represented, have reached the required strength. Except for field curing and age at test, the test cylinders shall be taken and tested as specified herein.

3.7.2 When the concrete has been cured as specified herein for the same length of time as the age at test of laboratory-cured cylinders that reached the required strength. The length of time the concrete has been cured in the field shall be determined by the cumulative number of days or fractions thereof, not necessarily consecutive, during which the temperature of air in contact with the concrete is above 50°F, and the concrete has been damp or thoroughly sealed from evaporating and loss of moisture.

- 3.8 Contractor's Responsibility: In all cases, the Contractor shall be solely responsible for adequate support of the forms to safely carry the load of concrete without undue deflection. The Contractor shall be liable for injury or damage resulting from inadequate forms, falsework or from premature removal of same.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: Formwork shall not be measured.

4.2 Payment: Formwork is considered incidental to cast-in-place concrete and will not be paid for separately.

SECTION 03 20 00 - CONCRETE REINFORCEMENT

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing, hauling all reinforcement materials and all tools, labor, equipment and incidentals necessary to complete this section.

2. MATERIALS

- 2.1 Reinforcing Steel: Reinforcing bars shall conform to the "Standard Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement", ASTM A615 or to the "Standard Specifications for Axle-Steel Deformed Bars for Concrete Reinforcement", ASTM A617 and shall be Grade 60, as designated on the plans.
- 2.2 Welded Wire Fabric: Welded wire fabric shall conform to "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement", ASTM A185.

3. EXECUTION

- 3.1 General: Unless otherwise indicated on the Plans or specified herein, all cutting and bending or reinforcement bars shall be done at the mill or shop prior to shipment. Cutting and bending in the field will be permitted only where shown on the plans or to correct errors, damage by handling and shipping, and minor omissions in shop bending when authorized by the Resident Project Representative.
- 3.2 Storing & Cleaning:
- 3.2.1 All reinforcement shall be stored above ground on skids, pallets or other supports and shall be protected from mechanical injury and from deterioration by exposure.
- 3.2.2 When placed in the work, reinforcement shall be free from dirt, detrimental scale, concrete, paint, oil or other foreign materials. Tight, thin rust is not considered detrimental and will not require cleaning.
- 3.3 Placing: Except as shown on the Plans or specified herein, all placement of reinforcing bars, welded wire fabric and bar supports shall conform to the latest editions of "Placing Reinforcing Bars, CRSI-WCRSI Recommended Practices", published by the Concrete Reinforcing Steel Institute. Bars may be moved as necessary to avoid interference with other reinforcing steel, pipes and other embedded items. If bars are moved more than the specified placing tolerances, the resulting arrangement shall be approved by the Resident Project Representative. Reinforcing bars shall be positively secured against displacement. For Bridge decks and top slabs of culverts, bars in the top mat shall be firmly tied with wire at each cross or lap. At other locations, the bars shall be firmly tied at alternate crossings or closer. The steel shall be tied in the correct position with proper clearance maintained between the forms and the reinforcement. Measurements to reinforcing steel will be made to the centerline of bar, except where the clear distance from face of concrete is shown on the plans.
- 3.4 Splices: When splices other than those shown on the plans become necessary, they shall be located at areas of low stress and shall be subject to approval by the Resident Project Representative.
- 3.5 The contractor shall furnish for review four sets of complete fabrication drawings and details for placing all reinforcing steel. These drawings shall be made in accordance with the accompanying Plans, the applicable portions of the "Building Code Requirements for Reinforced Concrete" (ACI 318-83), the

latest editions of the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315), and these Specifications. Drawings shall show the clearances, size of members, all dimensions and other details necessary for accurate construction of the concrete work. Any reinforcing steel fabricated before the review of the Shop Drawings shall be done so at the Contractor's own risk, but no reinforcing steel shall be placed until review of the Shop Drawings.

4. MEASUREMENT AND PAYMENT

- 4.1 Reinforcement shall not be measured or paid for separately and shall be included in the item for which it is a part.

SECTION 03 31 00 - CAST-IN-PLACE CONCRETE

1. GENERAL

- 1.1 Description: The work of this section shall include the furnishing, hauling, placing, curing and testing of all Portland Cement Concrete required by the Drawings and herein specified.
- 1.2 Related Documents: Drawings and general provisions of Contract, including General and Supplemental General Conditions and other Division 1 Specification Sections apply to work of this section.

2. MATERIALS

- 2.1 Portland Cement: Portland cement shall conform to "Standard Specifications for Portland Cement: ASTM C150 Type 1 or Type 1A when specified. One sack of cement shall be considered as one cubic foot of volume or 94 pounds by weight.
- 2.2 Aggregates: Fine and coarse aggregates shall conform to "Standard Specifications for Concrete Aggregates", ASTM C33. The nominal maximum size of the coarse aggregate shall not be larger than one-fifth of the narrowest dimension between sides of forms, one-third the depth of the labs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least. Coarse aggregate gradation shall conform to ASTM C33 Size 57 for class B.
 - 2.2.1 Deleterious Material: Coarse aggregate shall not contain more than 1.0% shale, 2.0% chert, or 0.5% clay; by weight. Fine Aggregate shall not contain more than 0.1% lignite and coal, 0.25% clay, 0.25% shale, by weight.
- 2.3 Admixtures: Air-entrained admixtures shall conform to "Standard Specifications for Air-Entraining Admixtures for Concrete", ASTM C260. Water-reducing, retarding, or accelerating admixtures, if permitted by the Engineer, shall conform to "Standard Specifications for Chemical Admixtures for Concrete", ASTM 494. The use of calcium chloride in concrete mixtures will not be permitted.
- 2.4 Mixing Water: Mixing water for concrete shall be fresh, clean and potable. Water may be used only if it produces mortar cubes having 7- and 28- day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109.
- 2.5 Curing Compounds: All curing compounds shall conform to specifications for liquid membrane forming compounds for curing concrete ASTM C309 for Type 1-D clear or translucent with fugitive dye or Type 2 white pigmented, and shall be applied in accordance with manufacturer's recommendations.
- 2.6 Reinforcement: Reinforcing steel shall conform with ASTM A617, Grade 60 for Bars, and ASTM A185 for Fabric.

3. PROPORTIONING CONCRETE

- 3.1 General: Proportions of aggregate to cement and water shall be such as to provide a concrete mix which will work readily into corners and angles for forms and around reinforcement and other embedded items without causing segregation of materials.
- 3.2 Proportioning Ingredients: All ingredients shall be proportioned in order to obtain the following:

Type of	Min. 28-Day	Water-Cement	Maximum	Cement	Min. Air
---------	-------------	--------------	---------	--------	----------

Z:\Neosho MO\City of Neosho\Stormwater\Stratford and Freeman Rd. Storm Improvements\Contracts\Cdocs and Specs\Specs\03 31 00 Cast-In-Place Concrete.doc

<u>Concrete</u>	<u>Com Strength</u>	<u>Ratio (Maximum)</u>	<u>Slump (Inches)</u>	<u>Content</u>	<u>Entrainment</u>
Structural	4,000 psi	5¼ gal/sack	4	6 sk/CY	6 to 6½%
Fill	2,500 psi	6½ gal/sack	6	5 sk/CY	5 to 6½%
Walkways, Drives, Curb & Guttering, Paving	4,000 psi	5¼ gal/sack	3	6 sk/CY	6% min.

3.2.1 In no case shall the amount of fine aggregate be more than the amount of coarse aggregate (measured by weight) nor shall the amount of coarse aggregate be such as to produce honeycombing.

3.2.2 Portland cement concrete shall be proportioned and placed to provide an average compressive strength above the specified compressive strength for the concrete structure. Portions of concrete ingredients, including water-cement ratios, shall be established on the basis of laboratory trial batches to provide conformance with compressive strength requirements, workability, and consistency. When different materials are used for different portions of the project, each combination shall be evaluated separately. Strength tests shall be conducted on test specimens in accordance with ASTM C39 and ASTM C192, from the trial batches. Tabular data showing the compressive strength of the concrete proportions shall be provided to the Engineer prior to placing of concrete on the jobsite.

3.2.3 Concrete shall be provided to develop a minimum 28-day compressive strength for laboratory cured cylinders for each type of concrete indicated. Concrete that will be subjected to freezing temperatures while wet shall contain entrained air greater than 6.0 percent by volume. Concrete that is intended to be watertight shall have a maximum water-cement ratio of 0.48 by weight.

- 3.3 Moisture: Moisture in the aggregate shall be measured and the quantity must be included in the water-cement ratio specified above.
- 3.4 Air-Entrainment: Air-entrainment shall be accomplished by the use of Type 1 portland cement with the addition of an approved air-entrainment admixture or by the use of Type 1A portland cement, as specified herein.
- 3.5 Trial Batches: Full sized trial batches shall be made in the laboratory using the aggregates selected for the job to establish the correct proportions to give proper workability, strength, and texture with the water-cement ratio specified. The combinations of fine and coarse aggregates shall be adjusted within limits specified in ASTM C33 until the mix meets approval of the Engineer.
- 3.6 Water-Reducing, Retarding & Accelerating Admixtures: Such admixtures may be used subject to review and approval by the Engineer. No additional compensation will be allowed when such admixtures are used.

4. MIXING CONCRETE:

- 4.1 Ready-Mixed Concrete: Ready-mixed concrete will conform to the "Standard Specification for Ready-Mixed Concrete", ASTM C94 and to the applicable portions of these Specifications. The contractor shall make all arrangements to satisfy the Engineer that materials used comply with specification requirements.
- 4.2 Retempering: Concrete shall be mixed only in quantities for immediate use. Concrete that has set shall not be retempered, but shall be discarded.
- 4.3 Indiscriminate addition of water to increase slump or workability shall be prohibited. When concrete arrives at the project with slump below that suitable for placing, water may be added only if neither the

maximum permissible water-cement ratio nor the maximum slump is exceeded. The water must be incorporated by additional mixing equal to at least half of the total mixing required.

4.4 Weather Conditions:

4.4.1 Cold Weather: To maintain the temperature of the concrete above the minimum placing temperature required herein, the as-mixed temperature shall not be less than 55°F when the mean temperature falls below 40°F.

4.4.2 If the water or aggregate has been heated, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be added to the mixtures of water and aggregate when the temperature of the mixture is greater than 100°F.

4.4.3 Hot Weather: The ingredients shall be cooled before mixing if necessary to maintain the temperature of the concrete below the maximum placing temperature required herein.

4.5 Ready-mix concrete trucks and other equipment shall be flushed and cleaned on the job site only where designated by the Engineer.

5. CONCRETE PLACEMENT

5.1 Preparation Before Placing: Hardened concrete and foreign materials shall be removed from the inner surfaces of the conveying equipment.

5.2 Formwork shall be completed; reinforcement shall be secured in place; expansion joint material, waterstops, anchors, pipe sleeves, and other embedded items shall be positioned; and the entire preparation shall be approved by the Engineer before any concrete is placed. Subgrades shall be sprinkled sufficiently to eliminate absorption of water from the concrete before any concrete is placed.

5.3 Conveying: Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients and in a manner which will assure that the required quality of the concrete is obtained.

5.4 Conveying equipment shall be of size and design to insure a continuous flow of concrete at the delivery end. Conveying equipment and operations shall conform to the following requirements:

5.4.1 Truck mixers, agitators, and non-agitating units and their manner of operation shall conform to the applicable requirements of "Specifications for Ready-Mixed Concrete", ASTM C94.

5.4.2 Belt conveyors shall be horizontal or at a slope which will not cause segregation or loss. An approved arrangement shall be used at the discharge end to prevent separation. Long runs shall be discharged without separation into a hopper.

5.4.3 Chutes shall be metal or metal-lined and shall have a slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting the slope requirements may be used provided they discharge into a hopper before distribution.

5.4.4 Pumping or pneumatic conveying equipment shall be without "Y" sections, and with adequate pumping capacity. The equipment shall be cleaned at the end of each operation. Pneumatic placement shall be controlled so that separation is not apparent in the discharged concrete. The maximum loss of

slump in pumping or pneumatic conveying equipment shall be 1-1/2 inches.

5.4.5 Contractor shall provide at the site a standby concrete pumper, pneumatic pump, and belt conveyor when using conveying equipment to place concrete. Unit shall be fully operable.

5.5 Depositing: Concrete shall be deposited continuously or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located at points as provided for in the drawings. Placing shall be carried on at such a rate that the concrete that is being integrated with fresh concrete is still plastic. Concrete that has partially hardened or has been contaminated by foreign materials shall not be deposited. Temporary spreaders in forms shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in the concrete only if made of metal or concrete and if prior approval has been obtained. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to flowing or rehandling and shall drop vertically into the center of the forms. In no case shall concrete be allowed to fall more than five feet. Drop chutes or other approved devices shall be used.

5.6 Where surface mortar is to be the basis of the finish, the coarse aggregate shall be worked back from the forms with a suitable tool so as to bring a full surface of mortar against the form without the formation of excessive surface voids. All concrete shall be consolidated by vibration, spading, rodding or forking so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting or planes of weakness. Mechanical vibrators shall have a minimum frequency of 7,000 revolutions per minute and shall be operated by competent workmen. Overvibrating and use of vibrators to transport concrete within forms shall not be allowed. Vibrators shall be inserted and withdrawn at many points, from 18 to 30 inches apart. At each insertion the duration shall be sufficient to consolidate the concrete but not sufficient to cause segregation, generally from 5 to 15 seconds duration. A spare vibrator shall be kept on the job site during all concrete placing operation.

5.7 Weather Conditions:

5.7.1 Unless adequate protection is provided on site, concrete shall not be placed in rain, sleet, or snow. Rainwater shall not be allowed to increase the mixing water or to damage the surface finish.

5.7.2 When the mean daily temperature falls below 40°F., the minimum temperature of concrete in place shall be 50°F. Insulated blanketing shall cover the concrete for 48 hours minimum and 50°F minimum concrete temperature shall be maintained.

5.7.3 Concrete deposited in hot weather shall have a placing temperature of less than 90°F, and which will not cause difficulty from loss of slump, flash set or cold joints.

6. JOINTS

6.1 Construction Joints: Construction joints shall be made as shown on the plans. When joints not shown on the plans, they shall be placed so as to least impair the strength of the structure by ACI Standards.

6.1.1 All reinforcing bars and welded wire fabric shall continue across construction joints. Construction joints shall conform to the details shown on the plans and shall be keyed as shown. Construction joints shall be thoroughly wetted immediately before the new concrete is placed.

6.1.2 The surface of the concrete at all joints shall be thoroughly cleaned and all laitance shall be removed. Immediately before placing fresh concrete, the surface of the existing concrete at the joint shall be dampened but not saturated. The edges of all joints that are exposed to view shall be carefully finished true to line and elevation.

6.2 Expansion and Contraction Joints:

6.2.1 Per Drawing details

6.2.2 Reinforcement or other embedded metal items bonded to the concrete shall not be permitted to extend through any expansion joint.

6.2.3 Premolded expansion joint filler shall be closed cell polyurethane foam. The joint shall be sealed with multi-part urethane non-staining, gray, gun grade, installed in accordance with the manufacturer's recommendations.

6.2.4 Water Stops: Each piece of PVC Waterstop shall be of maximum practicable length in order that the number of splices be held to a minimum. Joints at intersections and at ends of pieces shall be made according to the manufacturer's recommendations and shall develop watertightness fully equal to that of the continuous waterstop material. Care shall be taken during installation of the waterstops so that no leakage will occur across the joint. Expansive waterstops shall be bentonite butyl rubber compound equal to Volclay Waterstop-RX.

6.2.5 Construction joints shall be located at expansion joint locations wherever possible. Construction joints at other locations shall be keyed.

6.2.6 All joints shall be sealed, using a multi-part pourable Urethane sealant.

7. FINISHES

7.1 General: After removal of forms the concrete shall be given finishes specified herein.

7.2 Walls, Exposed: All necessary patching shall have been done immediately after forms have been removed and rubbing shall be completed not later than the following day. Surfaces shall be wetted and rubbed with carborundum brick or other abrasive until a uniform color and texture are produced. No cement grout or slush shall be used other than the cement paste drawn from the green concrete itself during the rubbing process.

7.3 Related Unformed Surfaces: Tops of walls and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.

7.4 Slab Finishes: All concrete slab shall be given a troweled finish. After the concrete has been placed, struck off, consolidated, and leveled, the concrete shall be worked with trowels. Hand floating with wood or cork-faced floats shall be used. Trueness of surface shall be rechecked at this state with a 10-foot straightedge applied at not less than two different angles. All high spots shall be cut down and all low spots filled during this procedure by a 10-foot straightedge placed anywhere on the slab in any direction.

7.5 Walkway slabs and established for walking or driving surfaces shall be given a medium transverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately

after floating.

8. PATCHING

- 8.1 General: All tie holes and all repairable defective areas shall be patched immediately after form removal.
- 8.2 Defective Areas: All honeycombed and other defective concrete shall be removed down to sound concrete. The area to be patched and an area at least six inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar. A bonding grout shall be prepared using a mix of approximately one part cement to one part fine sand passing a No. 30 mesh sieve, shall be mixed to the consistency of thick cream and shall then be well brushed into the surface.
- 8.3 The patching mixture shall be made of the same material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 1½ parts sand by damp loose volume. White portland cement shall be substituted for a part of the gray portland cement on exposed concrete in order to produce a color matching the color of the surrounding concrete as determined by a trial patch.
- 8.4 The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel without addition of water until it has reached the stiffest consistency that will permit placing.
- 8.5 After surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied. The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for a least one hour before being finally finished. The patched area shall be kept damp for seven days. Metal tools shall not be used in finishing a patch in a formed wall that will be exposed.
- 8.6 Tie Holes: After being cleaned and thoroughly dampened, the tie holes shall be filled solid with patching mortar.
- 8.7 Proprietary Materials: If desired by the Contractor, proprietary compound for adhesion or as patching ingredients may be used in lieu of or in addition to the foregoing patching procedures. Such compounds shall be used in accordance with the manufacturer's recommendations and shall be Standard Dry Wall products, or approved equal.

9. CURING AND PROTECTION

- 9.1 General: Exposed surfaces of concrete shall be protected from premature drying and excessively hot or cold temperatures for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- 9.2 Curing: Initial curing shall immediately follow the finishing operation. Concrete shall be kept continuously moist at least for 24 hours by one of the following materials or methods:
 - 9.2.1 Ponding or continuously sprinkling.
 - 9.2.2 Absorptive mat or fabric kept continuously wet.
 - 9.2.3 Sand or other covering kept continuously wet.
- 9.3 Immediately following the initial curing and before the concrete has dried, final curing shall be

accomplished by one of the following materials or methods:

9.3.1 Continuation of method used for initial curing.

9.3.2 Waterproof paper conforming to "Specifications for Waterproof Paper for Curing Concrete", ASTM C171.

- 9.4 The final curing shall continue for a cumulative number of seven days, not necessarily consecutive, during which the temperature of air in contact with the concrete is above 50°F. If high-early-strength cement has been used, the final curing shall continue for a total of three days. When the mean daily temperature of the atmosphere is less than 40°F., the temperature of the concrete shall be maintained between 50°F. and 70°F. for the required curing period. When necessary, arrangements for heating, covering, insulating or housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature and moisture conditions without injury due to concentration of heat.
- 9.5 During hot weather, arrangements for installation of windbreaks, shading, spraying, sprinkling, ponding or wet covering shall be made in advance of placement and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.
- 9.6 Changes in temperature of the concrete shall be as uniform as possible and shall not exceed 5°F. in any one hour or 50°F. in any 24-hour period.
- 9.7 Protection from Mechanical Injury: During curing the concrete shall be protected from damaging mechanical disturbance, heavy shock or excessive vibration. All finished surfaces shall be protected from damage caused by construction equipment, materials or methods and rain or running water.

10. EVALUATION AND ACCEPTANCE OF CONCRETE ON BASIS OF COMPRESSIVE STRENGTH

- 10.1 For each class of concrete listed in paragraph 3.2, the minimum frequency of taking samples for strength tests shall be either per day or per project, the more stringent to govern.
- 10.2 Per day, the number of strength tests shall be not less than one per day, not less than one per 20 cu. Yd. Concrete placed, nor less than one for each 1,000 square foot of wall and/or slab surface area.
- 10.3 Per project, the number of strength tests shall be not less than five (5) strength tests from five (5) randomly selected batches, or from each batch if less than five (5) batches are placed.
- 10.4 A strength test shall be the average of two cylinder compressive strength determinations.
- 10.5 Concrete test specimens shall be taken in conformance with ASTM C31, latest revision.
- 10.6 The strength level of a class of concrete shall be considered acceptable if both the following criteria are met:

No single test strength (average of at least two cylinders from single sample) shall be more than 500 psi below the specified 28-day compressive design strength:

The average of any three consecutive test strengths must equal or exceed the specified 28-day compressive design strength.

- 10.7 Concrete not meeting the criteria of 11.4 may be reevaluated using spare cylinders, or sampled per

ASTM C42, and tested. Concrete shall be considered compressive strength adequate if the average test strength of the three cores is 85% of the specified compressive strength, and no single core strength is less than 75% of the specified compressive strength.

11. FORMS

- 11.1 Forms shall be true and rigid and built to the line, shape, and grade shown on the plans. They shall be made of sound and reasonably smooth lumber, plywood, or steel. Joints shall be mortar tight and forms shall be tied and braced to prevent any bulging or deflection during concreting. Cut cleanouts at bottom as required for removal of sawdust and debris. The Engineer's approval of the forms is required before placing concrete.
- 11.2 Before re-using forms, or when using second-hand lumber for forms, they shall be cleaned and all nails removed therefrom. Immediately before pouring, all forms shall be thoroughly cleaned of all dirt, debris, and foreign matter.
- 11.3 Forms for exposed concrete beams, girders, columns, pilasters and walls shall provide for a one (1) inch radius or flat bevel on external corners.

12. AIR-ENTRAINMENT AND SLUMP

- 12.1 Air entrainment determinations and slump tests shall be conducted at not less than the frequency of compressive strength samples are taken of concrete placed.

13. CONCRETE CURB AND GUTTER

- 13.1 Concrete shall be placed on a base of aggregate, contiguous with the base for street paving. Forms shall be metal or sound dressed lumber, straight, free from warp, of sufficient strength to resist springing during construction, and of a height equal to the full depth of the item to be constructed. The forms shall be thoroughly cleaned, well oiled, securely staked, braced, and held to the required line and grade. A template shall be used to achieve the proper curb and gutter cross section. The slope of the gutter shall provide positive drainage without causing any ponding. Contractor shall notify Engineer if proper slopes cannot be obtained prior to constructing curb.
 - 13.1.1 In lieu of the forming requirements specified in Section 11, slip form methods may be used for placement of concrete curb, concrete gutter, curb and gutter, and paved ditch providing proper lines, grades, and typical sections are maintained.
- 13.2 Required reinforcement and tie bars shall be held in the designated position during the placing of concrete by bar chairs or other approved devices. Joints shall be constructed at intervals and locations shown on the plans or as directed by the Engineer.
- 13.3 Concrete shall be placed on the prepared and sprinkled subgrade, compacted and struck off to the required thickness. Concrete shall be tamped or vibrated sufficiently to eliminate all voids and to bring mortar to the top, after which the surface shall be finished smooth and even. All edges shall be rounded with an edging tool. Faces of curbs shall be rounded at the top and bottom, by means of an approved tool, to the radius shown. All concrete will be given a light broom finish and shall be sprayed with a liquid membrane-forming compound or as specified by the Engineer.
- 13.4 After the concrete has set sufficiently, the forms shall be removed, and where necessary, the Contractor shall backfill adjacent to the concrete with suitable material, compacted and finished in a satisfactory manner.

- 13.5 Crack Control Joints: When the concrete curb and gutter has cured sufficiently to allow saw cuts to be made without raveling, and within 36 hours, the Contractor shall saw crack control joints. These shall be cut at intervals of 10 feet, or as directed by the Engineer. Sawing of the joints shall be considered as a part of the curb and gutter construction, with no extra compensation provided.

14. MEASUREMENT AND PAYMENT

- 14.1 Measurement: Concrete for box culverts, sidewalks, paved ditch, curb and gutters, driveways, pavement, or other miscellaneous concrete will be measured per specific unit price stated in the Bid Schedule for the specified thickness and shall be considered full compensation for the specified work.

- 14.2 Payment: The various items will be paid for at the contract price bid for individual items as shown on the Contract Bid Schedule. Such price and payment shall constitute full compensation for all materials, tools, labor, equipment, testing and mix proportioning required to complete this section.

14.2.1 ADA Ramps shall be measured and paid for on a per each unit basis as shown in the Bid Schedule for the specified type. The cost shall be considered full compensation to include all labor, equipment, and materials to construct ADA ramps to the proper geometric configurations, slopes and grades, including furnishing and installing truncated domes and color contrasting per specification.

SECTION 03 39 01 - COLD WEATHER CONCRETING PROCEDURES

1. GENERAL

- 1.1 Description: This section consists of procedures to be followed when mixing, placing, and curing concrete in cold weather.
- 1.2 Definition: Procedures called out in this section shall be followed when the ambient temperature falls below 40°F. No concrete shall be placed when the temperature falls below 22°F.

2. CONCRETE PLACEMENT

- 2.1 Concrete Temperature: When the ambient temperature falls below 40°F, the minimum temperature of concrete as placed shall be 50°F.
- 2.2 Preparation Before Placement: The inside of forms, reinforcing steel, and embedded fixtures shall be free of all snow and ice at the time concrete is placed. Concrete shall not be placed on a frozen subgrade. If the subgrade is frozen, concreting shall be delayed until the ground thaws sufficiently to insure that it will not freeze again during the curing period.

3. CONCRETE MIXING

- 3.1 As-Mixed Temperature: To maintain the temperature of the concrete above the minimum placing temperature required in Paragraph 2.1, the as-mixed temperature shall not be less than 55°F when the ambient temperature falls below 40°F.
- 3.2 If the water or aggregate has been heated, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be added to mixtures of water and aggregate when the temperature of the mixture is greater than 100°F.

4. CURING AND PROTECTION

- 4.1 Concrete Protection: When the ambient temperature of the air falls below 40°F, the concrete shall be protected during the required curing period by one of the methods outlined below. The Contractor shall make arrangements for protecting the concrete and shall gain approval of the method from the Engineer prior to placement of the concrete.
 - 4.1.1 Insulation Blanket: The concrete may be protected by the use of commercial insulating blanket or bat insulation. The effectiveness of insulation shall be monitored by the Resident Project Representative by placing a thermometer under the insulation in contact with the concrete. If the temperature of the concrete is below 50°F, additional insulating material shall be applied. Extra care shall be taken to prevent corners and edges of the concrete from freezing.
 - 4.1.2 Dry Straw: Concrete may be protected by using dry straw, 12 inches to 24 inches thick. Tarpaulins, canvas, or waterproof paper shall be used to protect the straw. The temperature of the concrete shall be checked as specified in Paragraph 4.1.1 of this section and additional straw shall be applied if necessary.
 - 4.1.3 Heated Enclosures: The concrete may be protected by an enclosure constructed of wood framework covered with tarpaulins or plastic sheets. The enclosure shall be sturdy and reasonably airtight, with ample space provided between concrete and enclosure to permit free circulation of warm air. The enclosure shall be heated by live steam, steam in pipes, oil-fired blowers, or salamanders. If a

fuel-burning heater is utilized, care shall be taken to prevent drying of the concrete and to prevent injury due to concentration of heat or carbon dioxide. Arrangements for heating the enclosure shall be made and approved by the Engineer prior to placement of the concrete. Air temperature within the enclosure shall be lower than 50°F and no higher than 70°F.

- 4.2 Required Curing Period: The curing shall continue for a cumulative number of seven days, not necessarily consecutive, during which the temperature of the air in contact with the concrete is 50°F or above. If high-early-strength cement has been used, the curing shall continue for a total of three days.

5. MEASUREMENT AND PAYMENT

- 5.1 Cold weather concreting procedures shall be considered incidental to the performance and perfection of the contract and shall not be paid for or measured as a separate item.

SECTION 03 39 02 - HOT WEATHER CONCRETING PROCEDURES

1. GENERAL

- 1.1 Drawings and general provisions of Contract, including General and Supplemental General Conditions and other Division Specification Sections apply to the work of this section.
- 1.2 Description: This section specifies procedures to be followed when mixing, placing, and curing concrete in weather when the ambient temperature of the air rises above 85°F.
- 1.3 Work with Portland cement concrete, when ambient temperatures are above 85°F, shall conform to standards and recommendations prescribed in ACI 305R, "Hot Weather Concreting", published by the American Concrete Institute, Detroit, Michigan, except as modified by these specifications.

2. CONCRETE PLACEMENT

- 2.1 Concrete Temperature: Concrete placed in hot weather (ambient temperature above 85°F) shall have a temperature less than 75°F when placed.
- 2.2 Preparations: Forms, reinforcing steel, subgrade and embedded items shall be sprinkled with water immediately prior to concrete placement.

3. CONCRETE MIXING

- 3.1 Ingredients: The ingredients shall be cooled before mixing if necessary to maintain the temperature of the concrete below the maximum placing temperature required in paragraph 2.1.

4. CURING AND PROTECTION

- 4.1 Curing Procedures: During hot weather, arrangements for installation of windbreaks, shading, spraying, sprinkling, ponding, or wet covering shall be made in advance of placement, and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.

SECTION 31 10 00 - TREE REMOVAL, CLEARING AND GRUBBING

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing all labor, materials, equipment, and tools necessary for performing all operations for tree removal and for all clearing and grubbing within the construction area as necessary to complete the improvements.

2. EXECUTION

2.1 Clearing & Tree Removal:

2.1.1 Clearing and tree removal shall consist of clearing the surface of the ground in the construction areas of all trees, stumps, roots, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, debris, and rubbish of any nature.

2.1.2 Trees, stumps, roots, brush, and other vegetation in the areas to be cleared shall be cut below the original ground surface.

2.1.3 Trees and vegetation designated to remain standing shall be protected from any demand incidental to the clearing, grubbing, and construction operations.

2.2 Grubbing:

2.2.1 Grubbing shall consist of the removal and disposal of stumps, roots larger than two (2) inches in diameter, and matted roots from the construction areas. This material shall be removed to a depth of no less than twelve (12) inches below the original surface of the ground or twelve (12) inches below finished grade, whichever is the lower elevation.

2.2.2 Depressions created by grubbing operations shall be filled with suitable material and compacted.

2.3 Disposal of Materials:

2.3.1 All cleared and grubbed material, including trees, stumps, roots, vegetation, organic material, rubbish, and otherwise, shall be removed from the project site and disposed of in accordance with federal, state, and local laws.

2.3.2 Burning of debris on the site will not be permitted. Debris shall be removed from the site and taken to the City's tree disposal site on North Schifferdecker.

3. MEASUREMENT AND PAYMENT

- 3.1 Shall not be measured or paid for, but shall be considered incidental to the performance and perfection of the contract.

SECTION 31 22 19 - FINISH GRADING

1. GENERAL

- 1.1 Description: The work of this section consists of bringing to finish grade the site and furnishing all labor, materials, tools, and equipment necessary to complete this section.
- 1.2 The work described in this section shall be performed on all areas of previously established lawns, yards, parkways, areas with grass, etc. that are disturbed by construction activities and areas required for transition grading, except those areas noted on the drawings to receive crushed stone, asphalt, or concrete surfacing. This work shall also include all other remaining areas that require backfilling, finish grading and contouring to address areas adjacent to and affected by project activities.
- 1.3 The work shall also include the complete removal of all roads, sidewalks, parking lots, driveways, and paving materials including all areas as specified on the plans.
- 1.4 The work shall also include providing 4-inches of topsoil for all areas specified in these specifications and/or as indicated on the plans.

2. EXECUTION

- 2.1 The Contractor shall grade the earth to match surrounding grades and as directed in the field by the Resident Project Representative. The work includes, but is not limited to, backfilling behind new and/or existing curb and gutters, driveways, structures, paving or other improvements necessary for the completion of the project. The work shall also include linear and transition grading around culverts, ditches and break lines as need to produce smooth linear transitions for the construction of inlet and outlet ditches, drainage structures and at match existing locations.
- 2.2 The top four inches of all excavated areas to be seeded or other areas indicated on the plans shall consist of topsoil. Topsoil shall not be placed until the area has been shaped, trimmed, and smoothed, and if the existing surface has become hardened or crusted, it shall be disked or raked so as to provide a bond with the layer of topsoil. The surface of the topsoil shall be free from lumps, rocks and clods and shall conform to the lines and grades shown on the drawings.
- 2.3 Areas within the construction limits shall be graded smooth and left with a neat, clean and sightly appearance. The final grade around all structures shall be pitched to drain water away from the structures and toward the roadside ditches and natural drainage ways.
- 2.4 The Contractor shall make all necessary arrangements for the procurement of adequate topsoil to fully cover the designated areas. This will require obtaining topsoil from a location outside the project property.
- 2.5 In areas where removal of roads, sidewalks, parking lots, driveways, and paving materials are specified, the Contractor shall make all necessary arrangements to completely remove all roadway, street and paving materials. Following removal, the area shall be filled with topsoil to bring the grade to a level/uniform elevation and graded according to the specifications in this Section.
- 2.6 Roadways shall be brought to the required grade and cross section within reasonable tolerances by backsloping, parabolic rounding of break lines, ditching, removing stone and boulders from the roadbed surface, or any other work necessary including drifting and hauling of any excavated material. A reasonable tolerance in alignment will be defined as a maximum gradual deviation of 1 foot, free of sharp breaks, to take advantage of favorable topography. Gradual deviation in alignment will be

permitted, if necessary to center an existing drainage structure that is to be used in place. A reasonable tolerance in grade will be defined as a final grade that is uniform in appearance, free of sharp breaks or humps, and within 3 inches of plan grade provided that the grading promotes adequate drainage.

- 2.7 Stumps, roots, rubbish or any other deleterious material shall not be placed in embankments. Where an embankment less than 2 feet high is to be constructed, all vegetative matter shall be cut and removed from the surface upon which the embankment is to be placed. The cur-over surface shall be thoroughly broken. All ditches, including inlet and outlet ditches, shall be cut to grades that will properly drain. The required cross section for inlet and outlet ditches leading to or from structures shall be of a width no less than the width of the floor or the diameter of the structure being served. Finishing operations shall continue until the roadbed is free from sharp breaks in alignment and grade. And until the roadbed has been shaped to the required cross section. Material considered unsuitable for the subgrade shall be disposed of on nearby slopes or as otherwise directed by the engineer.

3. MEASUREMENT AND PAYMENT

- 3.1 Finish grading shall be paid for on a lump sum price as set forth in the Bid Schedule and shall include the entire project area as shown on the plans including all incidental areas extending from the project as needed to transition to existing and favorable topography.

SECTION 31 23 13 - SUBGRADE COMPACTION

1. GENERAL

- 1.1 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 the placement of granular stone base.
- 1.2 The contractor shall perform this work on the subgrade at all locations beneath the aggregate stone base.

2. CONSTRUCTION REQUIREMENTS

- 2.1 The subgrade and base rock 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. The material shall be compacted to produce a subgrade having a density not less than 95% of maximum density within 2% of the optimum moisture of the material, by the use of approved equipment producing satisfactory results.
- 2.2 If the required subgrade density cannot be obtained by moisture control and compaction of the upper 6 inches, the unsuitable material shall be excavated and replaced with satisfactory fill material compacted in layers not to exceed 6 inches. Each 6-inch layer shall be processed, wetted, or dried as necessary, and compacted to the required density. No extra compensation will be made for removal of unsuitable material and the work shall be considered incidental to the contract.
- 2.3 It will be necessary for the contractor to make arrangements with a testing laboratory to obtain the proctor for the soil to be tested. Arrangements for a proctor should be performed as soon as possible so that compaction testing can be completed. If the contractor chooses to use a borrow site for backfill material, a proctor should also be completed for the borrow material. All results for compaction testing, soil properties and proctor results shall be submitted to the engineer.

3. MEASUREMENT AND PAYMENT

- 3.1 Subgrade compaction shall not be measured or paid for separately but shall be included and considered incidental to the subgrade preparation.

SECTION 31 23 19 - DEWATERING

1. GENERAL

- 1.1 Description: The work of this section consists of completing all dewatering work necessary for the initiation and prosecution of elements of work specified elsewhere.

2. MATERIALS - None

3. EXECUTION

- 3.1 Workmanship: Maintain all excavations and trenches free from water at all times while construction is in progress. Prevent surface runoff water from collecting in excavations or trenches or running down the faces of the excavated cut or fill slopes, causing sloughing or caving, ponding in excavated areas or saturating the soils below foundations of structures by adjusting grades to provide temporary drainage facilities. The Contractor shall furnish and operate sufficient pumps and appliances and provide all materials, labor, etc. required to prevent interference with any work by water, ice, or snow. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be made good by the Contractor at his own expense. No structure or pipes shall be laid in water, and water shall not be allowed to run into or over any concrete work or pipe, or into or through any pipe unless by special permission given in writing by the Engineer. Contractor shall obtain approval of the Engineer as to methods and location of pumpage discharge. When groundwater is found which, in the opinion of the Engineer, affects the safety or usefulness or satisfactory operation of any of the permanent work, he may direct special provisions to be taken. Such special work shall be performed and extra compensation shall be as established by written change order.

SECTION 31 23 23.13 - GRANULAR STONE BEDDING AND BACKFILL

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing, hauling, placing, and compacting of granular stone for bedding beneath and around structures and for granular stone backfill at locations shown on the drawings.

2. MATERIALS

- 2.1 Granular Stone Pipe Bedding: Aggregate material shall be crushed limestone consisting of aggregate particles meeting the requirements of ASTM C-33, latest revision, gradation 67, 1-inch to No. 8 size as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1"	100
3/4"	90 - 100
3/8"	20 - 55
No. 4	0 - 10
No. 8	0 - 5

- 2.2 Granular Stone Backfill: When granular stone backfill is required, the aggregate shall be well-graded, granular, crushed stone limestone identical to the stone pipe bedding material specified in paragraph 2.1.

3. EXECUTION

- 3.1 Granular Stone Pipe Bedding: Granular stone shall be placed in the trench and shaped so as to provide uniform support for the bottom quadrant of the pipe barrel. The bedding shall be not less than six (6) inches in thickness below the bottom of the pipe. Following placement of the pipe, the trench shall be filled with granular stone bedding material to a minimum compacted depth of six (6) inches above the pipe bell. Bedding installation in the trench shall be to the widths and depths as shown on the drawings.
- 3.2 Granular Stone Backfill: Granular stone of the specified gradation shall be utilized to backfill the trench where called for on the drawings and shall be placed in the trench in 24-inch layers and compacted to a density of not less than 95% of standard density as set forth in Section 31 23 23.23 – COMPACTION CONTROL AND TESTING.

4. MEASUREMENT AND PAYMENT

- 4.1 Granular Stone bedding and backfill shall not be measured for payment as a separate bid item, but shall be considered incidental to the element of construction for which payment is remitted.

SECTION 31 23 23.23 - COMPACTION CONTROL AND TESTING

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all equipment, labor, materials, and incidentals to compact the various fill areas. Also, the Contractor shall provide the necessary on-site sampling and testing facilities and equipment.

2. MATERIALS

None.

3. EXECUTION

- 3.1 Compaction Requirements: Compaction requirements for soils as controlled by methods of testing described herein are as follows:

Range A - In place compacted density of soil shall be equal to or greater than ninety-five (95) percent of maximum density at optimum moisture content.

Range B - In place compacted density shall be equal to or greater than ninety (90) percent of the maximum density at optimum moisture control.

Range C - In place compacted density shall be equal to or greater than eighty (80) percent of the maximum density at optimum moisture.

Density range for compaction shall be as stated on the drawings or as specified herein. Compaction requirements for granular stone or sand, as controlled by methods of testing described herein shall be to a density of not less than ninety (90) percent of the referenced density.

3.1.1 Range B Compaction shall be attained for all compacted fill and in cut areas.

- 3.2 Compaction Operations:

3.2.1 Trenches & Adjacent to Structures - Compaction shall be achieved using manually operated mechanical tampers or towed and self-propelled drum and vibrator tampers.

3.2.2 Roadways & Fills: Compaction shall be achieved using rollers, vibrators, compactors, or mechanical tampers.

3.2.3 Variances: The use of water jetting or similar techniques of compaction is prohibited as the sole means for compaction.

- 3.3 Moisture Content & Control:

3.3.1 Content: The moisture content requirements as determined under the methods of testing described herein are as follows:

Range A Compaction: The moisture content of the soil at the time of compaction shall be uniform and shall be not higher than four (4) percentage points above the optimum nor lower than the optimum of the soil involved.

Range B Compaction: The moisture content of the soil at the time of compaction shall be uniform and shall not be lower than three (3) percentage points below the optimum moisture content of the soil involved.

Range C Compaction: The moisture content of the soil at the time of compaction shall not be lower than five (5) percentage points below the optimum moisture content of the soil involved.

Compaction of Granular Stone or Sand: The moisture content shall be not less than ten (10) percentage points below the optimum content at the time of compaction.

3.3.2 Control:

3.3.2.1 Water Application: The moisture content of the soil at the time of compaction shall be within the moisture range designated. When the natural moisture content of the embankment soil does not fall within the required moisture range, water shall be added or the material shall be aerated, whichever is needed to adjust the soil to the proper moisture content. Water may be transported or distributed from calibrated tank trucks, or the water may be added to the soil in the borrow and cut areas before hauling, as long as the moisture content of the soil at the time of compaction is uniform and within the designated moisture range.

3.3.2.2 Testing: No water shall be added without the consent of the Resident Project Representative and without providing him adequate opportunity to measure the quantities used. The amount of water to be added shall be only that amount that will, as determined by the field moisture tests, provide a moisture content in the soil to be within the required range plus a reasonable amount to compensate for evaporation and other unavoidable losses. Satisfactory methods and sufficient equipment shall be used for the furnishing and handling of the water so there will be no undue loss due to evaporation. If water is added to cut areas or borrow pits, the surfaces of the areas or pits shall be maintained in such a manner that will prevent undue loss of moisture.

3.3.2.3 Visual Control: From other than the results of the moisture content test, the moisture content of the soil being compacted shall be considered as being too high to ensure compaction when after repeated rollings with the sheepsfoot roller, the roller continues to pick up excessive amounts of soil and refuses to "build up" so that the tamping feet eventually ride the compacted surface.

3.4 Compacting Equipment:

3.4.1 Sheepsfoot Rollers: Sheepsfoot rollers shall conform to the following requirements: Tamping or sheepsfoot rollers shall consist of metal rollers, drums, or shells, surmounted by metal studs with tamping feet projecting not less than six and one-half (6½) inches from the surface of the rollers, drum or shell. Tamping feet shall be spaced not less than six (6) inches, nor more than twelve (12) inches measured diagonally center to center; and the cross-section area of each tamper foot, measured perpendicularly to the axis of the stud, shall not be less than four (4) nor more than twelve (12) square inches. The weight of tamping rollers shall be such that, when fully loaded, the load on each tamper foot shall not be less than two hundred (200) pounds per square inch of cross-sectional area. The load per tamper foot will be determined by dividing the total weight of the roller (loaded) by the number of tamper feet in one (1) row parallel to the axis of the roller.

3.4.2 Pull-Type Steel Rollers: Pull-type steel rollers shall not have less than forty-eight (48) inches effective width of roll and shall be designed and constructed so that the weight per lineal inch of roll can be varied from two hundred (200) to at least three hundred (300) pounds.

3.4.3 Trench Rollers, Self-Propelling: The trench roller shall be an approved type and shall weigh not less than three hundred (300) pounds per inch of width.

3.4.4 Manually Operated Compactors: Equipment shall be in good mechanical condition and shall be capable of transmitting forceful vibrations or impacts to the various materials placed in construction.

4. SOIL TESTING

4.1 Testing Methods: Density tests, as prescribed in these specifications, will be made on the soil to be used in the construction of the project to determine a reference density, an optimum moisture content, and the moisture range applicable to the soil required to attain specified compaction. The field density and actual moisture content of the compacted material shall also be determined as prescribed previously herein.

4.1.1 Reference Density: The maximum laboratory density as determined by the specified compaction test shall be the density to which the field density is referred for comparison or percentage of these for each type of soil used in the work. Density shall be determined by procedures stipulated in ASTM D698.

4.1.2 Optimum Moisture: The optimum moisture content shall be the moisture content corresponding to the maximum density on the specified compaction test curve.

4.1.3 Moisture Range: The moisture range shall be the limits of moisture content of the soil with the optimum as a reference.

4.1.4 Field Density: The field density shall be the density of the in-place compacted material determined by the field density test. If an in-field density test shows results below the minimum requirements, the lift or area in question shall be retested after additional compactive efforts are performed. If the original in-field density test results are more than two percentage points below minimum requirements, additional tests are required, and the area in question shall be scarified and recompacted. Additional testing and scarification shall be performed by the contractor without any additional payment and shall be considered incidental to the completion of the project.

4.1.5 Moisture Content: The moisture content shall be the actual moisture content of the soil in the compacted embankment or fill at the time of compaction.

4.2 Scope of Tests:

4.2.1 Borrow Areas: All areas selected to supply backfill and area fill materials requiring a specified density shall have moisture-density relationships determined by ASTM Designation D-698, when the soil is initially excavated. In-place density of compacted soil shall be tested in accordance with ASTM Designation D2167-63T, D2922, or D1556, latest revision, to determine compliance with specifications. Specific testing locations will be determined by the Engineer.

4.2.2 Granular Stone & Sand: Granular stone and sand shall have moisture-density relationships determined by ASTM Designation D2049. In place density shall be determined by ASTM Designation D2167, ASTM D-698, or D2922.

4.2.3 Compacted Soil Sub-Base Supporting Concrete, Steel, or Masonry Structures: Density shall be determined by a minimum of three samples and/or tests per structure, or two samples and/or tests per 1000 S.F. of area, for each two lifts of fill by ASTM Test Designation D2167-63T, D2922, or D1556.

4.2.4 Compacted Soil Sub-Base Supporting Rigid & Flexible Pavements & Crush Stone Surfacing: Density shall be determined by a minimum of three samples and/or tests, or two samples and tests per 500 S.Y. of area, for each 6 inches of fill per ASTM D2167, D2922, or D1556.

4.2.5 Compacted Granular Stone or Sand Supporting Concrete, Steel, Masonry Structures, Rigid and Flexible Pavements: Density shall be determined by a minimum of three samples and/or tests, or one sample and/or test per 100 S.Y. of area, whichever is greater, per ASTM D2167, D2922, or D1556.

5. MEASUREMENT AND PAYMENT

- 5.1 Measurement: Compaction will not be measured separately for payment and will be considered incidental with the compacted fill, backfill, grading, and hauling requirements.
- 5.2 Payment: Compaction will not be paid for separately and is considered to be included in the price for which it is apart. Additional testing, if required by the Engineer for further verification of the embankment or fill compaction, will be considered incidental to the completion of the project and no additional payment will be made.

SECTION 31 23 23 - TRENCHING, BACKFILLING, AND COMPACTING

1. GENERAL

- 1.1 The work of this section consists of excavation of trenches, pits, and associated incidental elements relating to the construction of underground lines, structures, and appurtenances and the backfilling of these excavations. There will be no distinction made in any definition or classification of excavation covered by this section between wet or dry materials below the surface of the earth. Trench excavation shall be considered as unclassified, which shall consist of all material of whatever character encountered in the work, including soil, fragmented rock, water, or other materials. Solid rock excavation will be considered separate.
- 1.2 Protection of Adjacent Property: The Contractor shall protect all excavations and trenches from settlement or displacement by approved means of bracing and shoring. All existing underground utilities and structures and surface improvements, and structures shall be protected, and their functional purpose preserved.

2. MATERIALS

- 2.1 Stone Backfill: All trenches located beneath sidewalks, drives, and roads shall be backfilled with well-graded, granular crushed stone, gravel, or chat.
- 2.2 Earth Backfill: Earth backfill shall be earth previously excavated from the trench, free from perishable matter, frozen soil, and other material liable to become unstable when saturated with water and compacted.
- 2.3 Select Backfill: Where previously excavated earth is determined by the Engineer to be unsuitable for backfill, the Contractor shall obtain and place earth from areas within the project site designated for borrow.

3. CONSTRUCTION

3.1 Trench Excavation:

3.1.1 All trench excavation shall be made with a sufficient working space to permit the placing, inspection, and completion of all work called for in the contract. Excavated material that is unsuitable for backfill and all boulders exposed by trenching shall be removed from the work area. Trenches shall be excavated in accordance with the drawings for trench width relative to trench depth.

3.1.2 Should the trench be excavated more than six (6) inches below grade, the Contractor shall use only compacted earth or granular stone bedding material to establish grade.

3.1.3 Trench excavation shall in all cases be continuous from the ground surface to the established trench depth. Materials excavated shall be stockpiled at the sides of the trench and within established area limits so as to minimize inconvenience and damage to vegetation and structures in the area.

3.1.4 When unstable ground is encountered, the trenching shall be carried out utilizing trench shoring, bracing and shields to prevent cave-ins.

- 3.2 Lines and Grade for Trench Excavation: The Contractor shall furnish and set all stakes for the lines as shown on the plans and shall furnish and set up for underground construction, all batter boards required

therefore and shall provide all required labor for setting stakes and boards. The Contractor shall be held responsible for verification of lines as established and shown on the plans. The Engineer may check the line and depth at any given point in the trench.

- 3.3 Sheeting, Shoring Or Bracing: Sheeting, shoring or bracing shall be placed by the Contractor wherever necessary for the proper preserving of any excavation, embankment or structure. Where the ground is of such a character or other conditions are such as to render it necessary, the sheeting shall be closely driven and to such depth below the lowest point of the final excavation as may be directed. The Contractor shall be held responsible for the sufficiency of all sheeting and bracing used and for property damaged as the result of improper quality, strength, placing, maintaining or removing the same. No extra compensation will be made for sheeting and bracing whether left in place or removed. The Contractor shall, at his own expense, shore up, protect and insure from injury all building, retaining walls, piers and footings, storm sewers, sanitary sewers, gas lines, water lines, fences, curbs, streets or other property liable to be injured during the process of the work, and he will be held responsible for all damage which may occur by reason of prosecution of the work. Sheeting, shoring and bracing shall be provided, installed, and maintained to protect the excavation and insure open trench operations.
- 3.4 Groundwater: When groundwater is found which, in the opinion of the Engineer, affects the usefulness or satisfactory operation of any of the permanent work, he may direct special provisions to be taken. Such work shall be performed and extra compensation shall be established by written change order.
- 3.5 Clean-up Of Backfilled Trenches: All excess excavation materials or blasting debris shall be cleaned up by the Contractor.
- 3.6 Backfilling:

3.6.1 All excavations under roadways, sidewalks, and curbs shall be backfilled and compacted with well-graded, granular, crushed stone, gravel, or chat.

3.6.2 Material used for all backfilling shall be free from perishable matter and from other material liable to become unstable when saturated with water after having been compacted. Backfill shall consist of inorganic low plasticity lean clay containing at least 35 percent rock fragments contained on the No. 4 sieve. Highly plastic clay with a liquid limit greater than 50 is suitable for use as structural fill only if the percentage of rock fragments exceeds 35 percent, or if placed at least two feet below footings, slabs, and pavements. No frozen materials shall be used in the backfill. Care shall be taken to prevent damage to the pipe and structures. Special precautions shall be taken in backfilling over pipes. No backfill shall be placed over any portion of work not inspected by the Engineer. Backfill shall be carefully deposited in uniform layers not exceeding six inches in depth and each layer shall be carefully and solidly tamped with mechanical tampers in such a manner as to avoid damage to or disturbing the completed work. Backfilling the trench shall be previously excavated gravel, sand, or earth. This backfilling shall be deposited and spread in layers and solidly tamped to 95 percent of maximum density. The method of securing adequate compaction will be approved by the Engineer. As the trenches are backfilled, the Contractor shall remove all surplus material and regrade the surface leaving all areas clear, clean, and in good order. The trenches shall be filled to the ground surface elevation that previously existed, unless the drawings direct otherwise.

3.6.3 The Contractor may be required to consolidate certain backfill material with water, in addition to other backfilling procedures. The water will be furnished by the Contractor without cost to the Owner. Methods and procedures in using the water shall be approved by the Engineer prior to carrying out the operation.

- 3.7 Inspection: After completion of excavations, the Contractor shall notify the Engineer that the trench or excavation may be inspected; and prior to placement of materials other than shoring, bracing or sheeting, the excavation may be observed by the Engineer.
- 3.8 Field Quality Control: Density of compacted backfill shall be determined by the Contractor or others acting for the Contractor. Density shall be determined by either ASTM Method D2167, latest revision, or ASTM Test Method D1556, latest revision, or D2922, latest revision. If test results indicate required densities have not been attained, compaction shall continue and soil retested until density is achieved.

4. MEASUREMENT AND PAYMENT

- 4.1 Trenching, backfilling, and compaction shall not be measured or paid for separately, but shall be considered an activity incidental to the element of construction for which trenching, backfilling, and compaction is required.

SECTION 31 23 33.16 - STRUCTURE EXCAVATION, TRENCHING, AND BACKFILLING

1. GENERAL

- 1.1 Description: The work in this section consists of excavation, trenching, filling, compacting, and satisfactory disposal of all materials within the limits of the work required to prepare the site for construction of the reinforced concrete box and all other uses in accordance with these specifications and in conformity with the dimensions as shown on the drawings and with elevations and contours established by the Engineer. There will be no distinction made between wet or dry materials below the surface of the earth. Structure excavation shall be considered as unclassified, which shall consist of all materials of whatever character encountered in the work, including soil, concrete, asphalt, fragmented rock, water, or other. Rock excavation will be measured and paid for as outlined in Section 31 23 16 – ROCK EXCAVATION.

2. COMMON EXCAVATION

- 2.1 Excavation: The Contractor shall excavate to the lines, grades, and elevations shown on the drawings all materials within the work area and place and/or dispose of the excavated materials as specified herein, as called for on the drawings or as directed by the Engineer.

2.1.1 Foundations: All footings shall be founded on firm undisturbed soil, previously approved earthen structural fill, or fill concrete.

- 2.2 Excavation Bottom: Special care shall be taken to prevent disturbance of the bottom of excavations where the soil is to provide bearing for slabs, footings, etc. If surface water or other conditions which may decrease the bearing capacity of the foundation subgrade are present, then soil adequate to protect the foundation subgrade shall not be excavated until just before reinforcing steel and concrete are to be placed. The bottom of all excavations shall be inspected and approved by the Resident Project Representative before the placement of any granular material, reinforcing steel, or concrete.

- 2.3 Waste Material: Earthen material excavated for foundation construction shall be disposed of by the Contractor. If contaminated soils are encountered, material excavated shall be hauled to a site designated by the Owner within hauling distance, for testing and disposal by Owner. Hauling shall be an obligation incidental to the contract.

- 2.4 Removal of Water: The Contractor shall at all times during the construction of the work provide and maintain ample equipment to remove and dispose of all water entering the excavations or other parts of the work, and keep said excavations dry until the structures to be built therein are completed. No reinforcing steel shall be placed in water, and no water shall be allowed to rise over any reinforcing steel before the concrete has been placed. No water shall be allowed to come in contact with any concrete within 24 hours after placing unless specifically required by the drawings, authorized by the Engineer, or specified herein. The Contractor shall be held responsible for the conditions of any sewers, drains, or other conduits, or pipelines which may be used for drainage purposes, and such pipes or conduits shall be clean and free from all sediment before acceptance by the Engineer.

- 2.5 Shoring:

2.5.1 See Section 31 40 00 – Shoring for other requirements.

2.5.2 Sheet piling, Shoring, or Bracing: Sheet piling, shoring, or bracing shall be placed by the Contractor wherever necessary for the proper preservation of any excavation, embankment, or structure. Where the ground is of such a character or other conditions are such as to render it necessary, the sheet piling shall be closely driven and shall be to such depth below the lowest point of the final excavation as may

be directed. The Contractor shall be held responsible for the sufficiency of all sheeting and bracing used, and for any and all persons injured or property damaged as the result of improper quality, strength, placement, maintenance, or removal of the same. No extra compensation will be made for sheeting, shoring, or bracing, whether left in place or not. The Contractor shall, at his own expense, shore up, protect, and insure from injury all buildings, retaining walls, piers, and footings, storm sewers, sanitary sewers, gas lines, water lines, fences, curbs, trees, or other property liable to be injured during the process of the work, and he will be held responsible for all damage which may occur by reason of prosecution of the work. Sheeting, shoring, and bracing shall be provided, installed, and maintained to protect the excavation and insure the safety of workmen and shall be as required by applicable federal, state, and local laws, rules, and regulations.

2.6 Paved Areas:

2.6.1 In all areas where curb and gutter or paving is to be repaired, the finished subgrade shall be excavated to the bottom of the crushed stone base to allow for construction of curb and gutter, base, and paving. All areas that are to receive curb and gutter and/or paving, shall be compacted in accordance with Section 31 23 23.23 - COMPACTION CONTROL.

3. BACKFILL AND COMPACTION

3.1 Around and Beneath Structures - General

3.1.1 Prior to placing fill material, all topsoil and soft material shall be removed to a depth necessary to establish good bearing of the fill material. The surface of the ground shall be scarified to a depth of six inches and the moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.

3.1.2 When the drawings require the placement of fill beneath a proposed structure, the floor or footing subgrade shall be made with finely divided material sufficiently moist to compact readily when tamped. Fine-grained material used as backfill shall be placed in six-inch compacted lifts and compacted to 95% maximum density as determined by Section 31 23 23.23 - COMPACTION CONTROL. Granular soils used for backfill shall be placed in eight-inch lifts (compacted) and compacted to 100% of the maximum density as determined by Section 31 23 23.23 - COMPACTION CONTROL.

3.1.3 Fill around and between structures shall be constructed, to as great an extent as possible, with earth obtained from the excavations for structures. The fill shall be compacted equal to or greater than ninety-five (95) percent of the maximum density at optimum moisture.

4. ROCK EXCAVATION

4.1 See Section 31 23 16 – ROCK EXCAVATION.

5. MEASUREMENT AND PAYMENT

5.1 Earthwork shall not be measured or paid for separately but shall be considered an activity incidental to the element of construction for which earthwork is required.

5.2 Soils testing, hauling, materials, equipment, and supervision shall not be measured or paid for separately but shall be considered an obligation incidental to the contract.

SECTION 31 25 00 EROSION CONTROL

1. GENERAL

- 1.1 This section specifies minimum requirements of the Contractor toward control of erosion, sediment runoff, and storm water management during the performance of the contract, and periods of construction activities.
- 1.2 The Contractor shall implement measures, including best management policies, to control pollution of the waters of the State by soil and sediment carryout from storm water runoff.

2. EROSION CONTROL MATERIALS

- 2.1 Compost Filter Sock: Shall be photodegradable and shall be filled with course compost.
- 2.2 Sand Bags: Burlap bags filled with crushed limestone will be accepted for use as erosion control sediment barriers as shown on the plans.

3. PROCEDURES

- 3.1 The Contractor shall construct sediment barriers across swales and constructed drainageways at location noted on the drawings and all other areas as needed to control sediment runoff into inlets, catch basins, culvert inlets, etc. These barriers shall consist of materials as shown in the plans and shall be placed perpendicular to the direction of flow. Barriers shall be constructed prior to disturbance of the site and shall be maintained during the course of construction activities. Additional barriers shall also be added immediately following construction of new facilities in the locations as shown in the plans and indicated in these specifications. Barriers shall be removed after vegetative cover has been established.
- 3.2 During excavation of trenches for underground utility lines and appurtenances, excavated earth and stone shall be deposited on the side of the excavation having the higher elevation as measured perpendicular to the centerline of the trench.
- 3.3 After backfilling and grading of the trench work area limits, activities specified under Section 32 92 19 – SEEDING, FERTILIZING, and MULCHING shall be initiated and completed. A Class II erosion protective mat shall be placed and pinned.

4. MEASUREMENT AND PAYMENT

- 4.1 Erosion control items shall be paid for on a lump sum basis as provided for in the Bid Schedule and shall include all labor, equipment, and materials for properly controlling sediment runoff from the site(s).

END OF SECTION

SECTION 31 30 00 - EARTHWORK

1. GENERAL

1.1 Perform all excavating, filling, rough grading, finish grading, and compacting as shown on the drawings and to provide proper grades, profiles, and topography, as follows:

1.1.1 Perform general excavation for structures to grades, lines, and levels as indicated for miscellaneous drainage structures.

1.1.2 Perform general exterior grading, cutting, and filling required to transform existing grades to grades shown on drawings.

1.1.3 Perform filling of embankment and backfilling for all work as required to conform with the lines, grades, thicknesses, and typical cross shown on plans.

1.1.4 Cut ditches to divert water around streets, parking areas and drives as shown on drawings.

1.1.5 Perform fine grading to allow final placement of four (4) inches of topsoil. Set all grade stakes, and place topsoil after rough grading has been approved by the Engineer. All finish grading shall be raked and shall be left ready for the sowing of grass seed. Limits of fine grading shall be within the project limits and/or all disturbed vegetative areas.

1.1.6 Water shall be diverted or pumped out of the excavations until completion of the work for which the excavations were made.

1.1.7 All excess material shall be disposed of by the Contractor.

1.1.8 All material excavated, except for solid rock, shall be considered as unclassified excavation which shall consist of all material of whatever character encountered in the work, including soil, fragmented rock, water, or manmade facilities.

1.1.9 If contaminated soils are encountered, material excavated shall be hauled to a site designated by the Owner, within hauling distance, for testing and disposal by Owner. Hauling shall be an obligation incidental to the contract.

2. ROCK EXCAVATION

2.1 Any solid or fragmented rock over six inches in diameter encountered during excavation of the project site or borrow shall be removed and disposed of by the contractor unless designated by the Engineer. Compensation shall be as outlined in Section 31 23 16 – ROCK EXCAVATION.

3. EXCAVATION

3.1 Crushed Stone & Paved Areas:

3.1.1 In all areas where concrete curb and gutter or paving is to be installed, the finished subgrade shall be excavated to the base elevation of the granular stone.

4. FILL AND GRADING

4.1 Perform all cutting, filling, compacting of fills, and rough grading required to bring the entire project area

to grade. All finish grading in areas designated to be fine graded shall be done with satisfactory topsoil and in such a manner as will permit the sowing of grass seed with no further work necessary. All rough grading of areas to be fine graded shall be done to a level of four (4) inches below elevations shown to allow placement of topsoil.

- 4.2 All ditches, swales and gutters shall be finished to drain readily.
- 4.3 Material for fill shall be free of roots, wood, or other organic material and shall be taken from the project site and borrow area. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. Prior to placing fill material, the surface of the ground shall be scarified to a depth of twelve (12) inches and the moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material. Place fill in layers not exceeding six (6) inches compacted or eight (8) inches loose material.
- 4.4 Compact each layer of fill by rolling or tamping to ninety-five (95) percent of maximum density at optimum moisture content. The degree of compaction shall be determined and controlled in accordance with ASTM D2922, ASTM D2167, or ASTM D1556. Compaction shall be accomplished by the use of power rollers, machine tampers, or other mechanical equipment. If necessary, soil shall be moistened, or allowed to dry to the correct moisture content before compaction. Do not deposit any fill that is muddy, frozen, or that contains frost.

5. MEASUREMENT AND PAYMENT

- 5.1 Earthwork shall not be measured or paid for separately but shall be considered incidental to the bid items to which it relates.
- 5.2 Soils testing, hauling, materials, equipment, and supervision shall not be measured or paid for separately but shall be considered an obligation incidental to the contract.

SECTION 31 40 00 - SHORING

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all equipment, labor, materials, tools, and incidentals necessary to provide for the protection of the personnel and to protect the excavations for both structural, trenching, and existing structures; and as required by the applicable federal and state laws and regulations.

2. MATERIALS

- 2.1 In all other areas, Contractor shall be responsible for the type of shoring methods used.

3. METHODS

- 3.1 Responsibilities: The Contractor is solely and totally responsible for the design, installation, maintenance, and safety of any shoring and/or bracing that may be required.
- 3.2 Type of Shoring & Bracing: The type of shoring and bracing shall be that which is removable following the installation of the structure. No permanent type of shoring or sheeting shall be used which must remain within the limits of the excavation. The shoring or bracing shall be removed following approval by the Engineer of the excavation, installation of the structure, and installation of required backfill material.

SECTION 32 01 10 - ROADWAY SURFACE REPLACEMENT

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all labor, materials, tools, equipment, and incidentals necessary to replace all roadway surfaces removed during construction. This section shall include, but not be limited to, vehicular and pedestrian pavements, and surfacings of stone, gravel, concrete, and asphalt, in addition to parking areas.
- 1.2 All roadway surface repairs shall be Type A or Type B as specified in the plans, unless noted otherwise. The Contractor shall be responsible for determining the nature and thickness of all pavement and surfacings to be cut and replaced, including any base courses. Concrete pavement, asphaltic pavement, macadam pavements, crushed stone, and any type of roadway surface, whether public or private, which is cut or damaged during construction of the project shall be replaced so as to conform to the lines and grades of the original roadway surface and shall be of a quality and thickness as specified in the plans. The appearance shall be equal to or better than that of the roadway as it existed prior to construction.

2. EXECUTION

- 2.1 General: Existing paving shall be cut vertically and horizontally to straight lines. The excavation shall be backfilled with granular stone meeting Section 31 23 23.13 – GRANULAR STONE BEDDING AND BACKFILL and Section 32 11 23 – GRANULAR STONE BASE. This level shall be maintained by the Contractor until paving is placed. Any base stone required to maintain the base in a suitable condition during this period shall be furnished at the Contractor's expense. When the base has been properly compacted, roadway surfacing shall be applied according to this specification.
- 2.2 Roadway Surface Replacement:
 - 2.2.1 Asphaltic Concrete: Refer to Section 32 12 16 – ASPHALTIC CONCRETE PAVING.
 - 2.2.2 Concrete: Concrete surfaces, including private drives, shall be replaced with concrete surfacing equal to the thickness of existing pavement, or a minimum of 8 inches for roadways and commercial driveways, and 6 inches for residential driveways. Concrete shall have a minimum 28-day compressive strength of 4000 psi.

3. MEASUREMENT AND PAYMENT

- 3.1 Roadway surface replacement and materials shall be measured and paid per specific unit price state in the Bid Schedule.
- 3.2 The 2'-6" standard concrete curb and gutter shall be measured and paid for as complete and in place per lineal foot for all materials, compaction, aggregate base, tools, labor, and equipment.

SECTION 32 11 23 - GRANULAR STONE BASE

1. GENERAL

- 1.1 The work shall consist of furnishing and placing one or more courses of aggregate on a prepared subgrade in accordance with these specifications and in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans.

2. MATERIALS

- 2.1 Granular stone Base: Crushed stone shall conform to material meeting MoDOT Specification Section 1007, "Aggregate for Base", and produced by an approved source. Aggregate shall be mechanically crushed limestone or dolomite. It shall not contain more than 15 percent deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following gradation requirements:

Percentage by Weight Passing Each Sieve:

Top 4" Under Pavements

1 Inch Sieve -----	100%
½ Inch Sieve -----	60-90%
No. 4-----	35-60%
No. 40-----	10-35%

Plasticity Index of the fraction passing the No. 40 sieve shall not exceed 6.

Material shall be delivered with sufficient moisture content to provide specified densities when compacted.

3. METHODS

- 3.1 Subgrade: All work on that portion of the subgrade on which the base is to be constructed shall be completed in accordance with the requirements of these specifications prior to the placing of any base material on that portion. Aggregate base shall not be placed on a frozen subgrade.
- 3.2 Placing: The maximum compacted thickness of any one layer shall not exceed four (4) inches. When the specified compacted depth of the base course exceeds four (4) inches, the base shall be constructed in two or more layers of specified thickness. The compacted depth of a single layer of the base course may be increased to six (6) inches for shoulders and lightly traveled areas, but only as approved by the engineer. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled rollers weighing not less than ten (10) tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross section and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry as required during shaping and compacting operations. The use of excess water, resulting in run-off or in the formation of a slurry on the surface shall be avoided. Stone base shall also be manipulated with proper handling techniques to avoid segregation of the material. If segregation occurs, scarification will be necessary to restore uniformity of the material. The stone base shall be compacted to not less than ninety-five (95%) percent of the maximum density at optimum moisture content.

3.3 Testing: 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, including isolated and individual areas, or as required by the Engineer.

3.4 Tolerance: The compacted base shall be brought to within a tolerance of 1/2" or less below design grade.

3.4.1 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.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: Granular stone base shall be measured and paid for on a Square Yard basis for the specified thicknesses as indicated in the bid schedule and shall include all labor, equipment, and materials for a complete and in place product.

SECTION 32 12 16 - BITUMINOUS PAVEMENT

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all labor, materials, equipment, and tools for construction of bituminous pavement (BP-1). The asphaltic concrete shall be placed in one or more courses on a prepared stone base or underlying course in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans.

2. MATERIALS

- 2.1 Base Course: Shall conform to specification Section 32 11 23 - GRANULAR STONE BASE.
- 2.2 Prime Coat: The prime coat shall be medium-curing, cut back (MC-30) asphalt and shall conform to AASHTO —82.
- 2.3 Tack Coat: The tack coat shall be an emulsified asphalt (SS-1) and shall conform to ASTM D977.
- 2.4 Surface Course: The asphaltic concrete surface course shall comply with MoDOT Type BP-1, Section 401, and shall consist of a mineral aggregate compound of crushed stone and/or crushed gravel, sand gravel, sand, mineral filler, if needed, and asphaltic cement in such proportions that the composition of the finished mix is within the following range:

	<u>% Min.</u>	<u>% Max.</u>
Passing 3/4-inch sieve.....	100	100
Passing 1/2-inch sieve.....	85	100
Passing No. 4 sieve.....	50	70
Passing No. 8 sieve.....	30	55
Passing No. 30 sieve.....	10	30
Passing No. 200 sieve.....	5	12
Asphalt Cement	3.5	8

- 2.4.1 Mineral Filler: Mineral filler shall consist of limestone dust, portland cement, or other suitable mineral matter. It shall be thoroughly dry and free of lumps consisting of aggregations of fine particles. When tested in accordance with AASHTO T37, the mineral filler shall conform to the following gradation requirements:

	<u>Percent</u>
Passing No. 30 sieve.....	100
Passing No. 50 sieve.....	95-100
Passing No. 100 sieve.....	90-100
Passing No. 200 sieve.....	70-100

- 2.4.2 1 Base, BP-1, BP-2 and BP-3 mixtures shall have the following properties, when tested in accordance with AASHTO T 245 or AASHTO T 312. The number of blows with the compaction hammer shall be 35 or the number of gyrations shall be 35 with the gyratory compactor. BP-1 and BP-2 mixtures shall have between 60 and 80 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.8 to 1.6. BP-3 mixtures shall be compacted with the gyratory compactor to 35 gyrations and shall have a minimum 75 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.9 to 2.0.

Type of Mixture	Air Voids	AASHTO T245 Stability PSI	Voids In Mineral Aggregate (VMA)
BB....	3.5	750	13.0
BB-1.	3.5	750	13.5
BB-2.	3.5	750	14.0
BB-3.	3.5	750	15.0

- 2.5 Bituminous Base Course: The bituminous base course shall consist of a mineral aggregate compound of crushed stone and/or crushed gravel, sand gravel, sand, mineral filler, if needed, and asphaltic cement in such proportions that the composition of the finished mix is within the following range:

Passing 1-inch sieve	100.....	- -
Passing ½-inch sieve.....	60.....	90
Passing No. 4 sieve	35.....	65
Passing No. 8 sieve	25.....	50
Passing No. 30 sieve.....	10.....	35
Passing No. 200 sieve.....	5.....	12
Asphalt Cement.....	3.5.....	6

- 2.6 Asphalt Cement: Shall be 60-70 penetration grade asphalt cement, or approved by Engineer, homogenous and free of water and shall not, in heating, foam below 232 degrees centigrade. Asphalt cement shall be prepared by refining crude petroleum by suitable methods and shall conform to the requirements of Section 1015 of the Missouri Standard Specifications for Highway Construction for penetration graded asphalt cement.

3. EXECUTION

- 3.1 Existing Roadway: The existing roadway surfacing shall be saw cut, removed, prepared and/or modified to the depth, locations, or configuration as shown on the plans.
- 3.2 Subgrade Preparation: Shall be as described in specifications Section 31 30 00 - EARTHWORK.

3.2.1 Following the grading of the subgrade, the moisture content of the surface shall be adjusted, as required, to achieve the proper moisture content for optimum compaction. The subgrade shall then be rolled with a smooth wheeled roller to compact the subgrade.

3.3 Base Course:

3.3.1 Contractor shall furnish, place, and compact a thickness of base course, as specified on the plans, of crusher run limestone on a prepared subgrade, as described in Section 32 11 23 - GRANULAR STONE BASE.

3.3.2 In no case shall the Contractor be permitted to place the granular base or manipulate granular base on muddy or frozen subgrade. Any mixture containing frost or frozen particles shall not be placed on the subgrade, or compacted.

3.3.3 The granular base shall be handled in such manner as to avoid undue segregation. If segregation occurs or if the mixture becomes contaminated, such segregation or contaminated material or

contaminated material shall be removed and replaced with material of suitable quality and gradation. Segregated or contaminated materials ordered removed by the Engineer shall be replaced at the sole expense of the Contractor.

3.3.4 Preliminary compaction shall be performed by means of pneumatic-tired rollers. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel wheeled rollers weighing not less than ten tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross-section, and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry, as required, during shaping and compacting operations. The use of excess water resulting in runoff or in the formation of a slurry on the surface shall be avoided. The stone base shall be compacted to not less than 95 percent of the maximum density of optimum moisture content as determined by Mod AASHTO T180.

- 3.4 Prime Coat: The prime coat shall be placed only on a dry or slightly damp, clean base free from loose or foreign material when atmospheric temperature is above 50°F. The rate of application shall be from 0.2 to 0.5 gallons per square yard, depending upon the surface texture. Temperature of the prime coat at the time of application shall not be less than 100°F, nor more than 180°F. Any prime coat overspray on adjacent concrete surfaces shall be removed to the Owner's satisfaction.

The prime coat will be allowed to cure a minimum of 24 hours before application of the surface course.

- 3.5 Tack Coat: The tack coat shall be placed on an existing asphaltic surface that is free of all dust, loose material, grease, or other foreign materials when atmospheric temperature is above 40°F. The asphalt cement shall be applied uniformly with a pressure distributor at a rate of application from 0.02 to 0.10 gallons per square yard. Water may be added to the asphalt emulsion and mixed therewith in such proportion that the resulting mixture will not contain more than 50 percent of added water. The application of the resulting mixture shall be such that the original emulsion will be spread at the specified rate. Temperature of the tack coat at the time of application shall not be less than 75°F nor more than 130°F.

The tack coat shall be allowed to properly cure and the tacked surface shall be cleaned of all dirt and surplus sand before the next course is placed.

The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the asphalt emulsion.

- 3.6 Surface and Bituminous Base Course: The asphalt concrete surface course shall be a hot plant-mix of specified thickness suitably placed and compacted and shall be placed in layers not exceeding three inches in compacted thickness. The asphaltic concrete shall be delivered to the work area in dump trucks properly lubricated to prevent sticking. The asphaltic concrete shall be covered during transit, and shall arrive at the job site at not less than 275°F. Placing of asphaltic concrete shall be as follows:

3.6.1 The asphaltic concrete shall not be placed when either the air temperature or temperature of the surface on which the mixture is to be placed is below 50°F for the surface course, or 40°F for the bituminous base course, or on any wet or frozen surface, or when weather conditions prevent the proper handling or finishing of the mixture, or when authorized by the Engineer.

3.6.2 The asphalt concrete surface shall be compacted while the mixture is hot, with power roller equipment as specified. Rolling shall continue until a uniform, even textured surface of the thickness specified is produced. Rolling shall begin at the outer edge and continue toward the center. Each pass shall overlap the preceding one by at least one-half of the rear roller width. Delays in rolling freshly spread mixture will not be allowed. Traffic shall not be permitted on the finished pavement until it has

cooled to atmospheric temperature. Final rolling shall be done with either a two or three-wheel tandem-type roller weighing not less than 10 tons. Intermediate rolling shall be completed using a pneumatic tire roller weighing not less than ten tons. Initial rolling shall be completed by the use of a breakdown roller consisting of either a two- or three-wheel tandem-type roller weighing not less than ten tons. All rolling shall be completed prior to the surface temperature of the mixture decreasing to 175°F.

3.6.3 Around areas not accessible to power rollers, compaction shall be secured by hand tamping, and all joints must be effectively sealed.

3.6.4 The finished surface shall be rolled until it is free from waves and irregularities. All surplus material shall be removed prior to final acceptance.

3.6.5 If the asphaltic concrete construction consists of more than a single layer, each layer shall be compacted as specified, and allowed to cool to the ambient temperature before the next layer is placed.

3.6.6 The contractor shall provide a leveling course at areas and at a thickness necessary to obtain the elevation and cross sections as shown on the plans, prior to placing the surface course. The areas of existing asphaltic pavement that require an overlay of asphaltic concrete shall be as specified on the plans. The finished surface course as placed shall be performed in such a manner as to provide the smoothest possible riding surface. All headers, joints and edges shall be cold milled to a minimum depth of 1-1/2 inches to allow overlays to match existing elevations of curbs, existing pavements, inlets, etc.

3.7 Equipment: All equipment, tools, and machines used in the performance of the work shall be subject to the approval of the Engineer and shall be maintained in satisfactory working condition at all times.

3.7.1 The Asphalt Distributor: Shall be a machine manufactured for the specific purpose of applying heated asphaltic materials by pressure spray application. The Distributor shall be designed to permit the application of the heated asphalt material in a uniform spray without atomization and at the rate, temperature, and pressure specified by the Asphalt Institute. The Distributor shall be equipped for circulation and agitation of the bituminous material during the heating process.

3.7.2 The Power Roller: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. The Contractor shall furnish evidence regarding tire size, pressure, and loading. Rollers shall have a system for moistening each wheel or roller. Diesel fuel, fuel oil, or other detrimental products shall not be used as wetting agents. Rollers shall be of a size and used in sufficient numbers to achieve specified compaction. Trench rollers, vibrators, and other special equipment used for compacting mixtures placed in areas inaccessible to the rollers specified shall be of a weight (mass) and design approved by the Engineer.

3.7.3 Mechanical Spreaders and Finishers: Shall be adjustable and capable of spreading upon the prepared surface a tamped, screeded and finished wearing surface of asphalt concrete of the specified thickness. Bituminous pavers shall be self-contained units, provided with an activated screen or strike-off assembly, heated, if necessary, and capable of spreading and finishing asphaltic concrete in lane widths applicable to the specified typical sections and thicknesses shown on the plans. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed or strike-off. For screed extensions greater than one foot (300 mm), the distribution system shall be increased accordingly. The screed or strike-off assembly shall effectively produce a finished surface of

the required evenness and texture without tearing, shoving, or gouging the mixture. When laying mixtures, the paver shall be capable of operating at forward speeds consistent with satisfactory laying of the mixture. Equipment used for shoulders and similar construction shall be capable of spreading and finishing the courses in widths shown on the plans.

3.7.3.1 The base course, primed or tacked surface, or preceding course or layer shall be cleaned of all dirt, packed soil, or any other foreign material prior to spreading the asphaltic mixture. The mixture, when delivered to the spreading and finishing machine, shall have a temperature of not less than 260°F (130°C), and be within 25°F (15°C) of that specified by the Engineer. If lumps are present or a crust of mixture has formed, the entire load shall be rejected. The paver shall be operated at a speed that will give the best results. The rate of delivery of the mixture to the paver shall be coordinated so as to provide, where practicable, a uniform rate of placement without intermittent operation of the paver.

3.7.3.2 For pavements having a width of 16 to 24 feet (5 to 7 m), inclusive, the asphaltic concrete pavement shall be laid in lanes approximately one-half the full width of the completed pavement and the full width completed as soon as practicable. Unless otherwise permitted, a single-lane of any course shall not be constructed to a length that cannot be completed to full width of the pavement the succeeding operating day. For pavements greater than 24 feet (7.3 m) wide, single-lane width construction shall be limited to one day's production, and completion to full width shall be accomplished as soon as practicable.

3.7.4 Broom Drag and Power Brooms: Shall be of the type suitable for effectively cleaning the surface to be treated.

3.7.5 Asphalt Plant: Bituminous mixing plants shall be state approved and shall conform to the requirements set forth in Section 404 of the Missouri Standard Specifications for Highway Construction, 2004 Edition.

3.8 Compaction and Testing:

3.8.1 After final rolling, the finished course shall at no point have a density less than ninety-two (92) percent of maximum theoretical density (ASTM D2041). Contractor shall provide access to the Engineer and his representatives for any and all inspection of asphaltic concrete paving. The Owner shall pay and arrange for all testing of asphalt required by these specifications.

4. REMEDY AND CORRECTION OF DEFICIENCY

4.1 The Contractor shall provide, at no cost to the Owner, remedy and correction of deficiencies in the asphaltic surfacing, in the following specified form and procedures:

4.1.1 Deficiency in Asphalt Cement: Should test on uncompacted samples or core samples indicate the asphalt content is below the specified amount, the Contractor shall provide additional asphaltic concrete overlays to the entire surfacing area for which the tests indicated an asphalt cement deficiency. A 1-1/2 inch compacted asphaltic concrete overlay shall be added for each one-tenth percent the asphalt cement content falls below specified minimum. The percent deficiency shall be determined from the average of the percent asphalt cement content from five samples. If remedial overlays cannot be performed due to elevation restrictions, such as undesirable curb height reductions, Contractor shall cold mill the pavement surface to allow for a minimum of 1-1/2 inches of asphalt overlay. Should the asphalt content fall low enough to prevent correction with asphalt overlays, the entire surface shall be replaced.

4.1.2 Deficiency in In-Place Density: Should tests on core samples or in-place density tests indicate density of the asphaltic concrete to be below the specified minimum density, the basis of payment for

deficiency of in-place densities for any one day's run of asphaltic concrete shall be determined as follows:

<u>Field Density Percent of Maximum Theoretical Density</u>	<u>Percent of Contract Unit Price</u>
91.5 or above.....	100
91.0 to 91.4, inclusive.....	97
90.5 to 90.9, inclusive.....	94
90.0 to 90.4, inclusive.....	90
89.5 to 89.9, inclusive.....	80
Below 89.5	Remove & Replace

4.1.3 Deficiency in Surface Limit: Surface finish shall be provided such that surface water drains to ditches and guttering. Depressions in the surfacing, which are exhibited by ponding of water, shall be remedied by the addition of an overlay of asphaltic concrete to eliminate the depression. Should an asphalt overlay be required, a header shall be cold milled to a minimum depth of 1-1/2 inches around the perimeter of the asphalt overlay.

4.1.4 Deficiency in course and total thickness: Should tests on core samples indicate the thickness is less than the design thickness, the Contractor shall provide additional asphaltic concrete overlay to the entire surfacing area for which the tests indicated a thickness deficiency. A 1-1/2 inch minimum of compacted asphaltic concrete overlay shall be added to those deficient areas. The areas which are found to be deficient shall be first cold milled 1/2 inch minimum over the entire deficient area, then overlaid with a thickness sufficient to bring the area up to the design thickness and grade. Should an overlay be required, the minimum thickness shall be 1-1/2 inches. Therefore, the depth of cold milling shall be adjusted accordingly to allow the minimum asphalt overlay thickness. The deficient area shall be determined in accordance with 3.8.7.2 and/or from core samples taken at a minimum distance of 200 feet between cores, or as approved by the Engineer.

5. MEASUREMENT AND PAYMENT

- 5.1 Bituminous Pavement (BP-1), shall be paid for on a per ton unit basis for the thickness specified in the plans. Such price and payment shall constitute full compensation for all earthwork, tools, labor, equipment, materials, testing (if specified), and incidentals necessary for complete and in-place asphalt paving. The computed area is based upon that which is required to repair the pavement. Contractor shall evaluate the area of the repairs and determine if such area is sufficient for the proposed method of construction. Damaged pavement beyond the construction limits as defined in the plans will be the Contractors responsibility.
- 5.2 Tack and Prime quantities shall not be paid for separately but shall be included in the unit price for asphaltic concrete paving.

SECTION 32 17 23 - PAVEMENT MARKINGS

1. GENERAL

- 1.1 Temporary and permanent pavement markings shall conform to the latest edition of the Missouri Standard Specifications for Highway Construction, SECTION 620, and all subsequent errata sheets unless otherwise noted on the plans. This includes all materials, equipment, and work necessary to complete the work as specified on the plans.

2. MEASUREMENT AND PAYMENT

- 2.1 Measurement and payment for reestablishing and all miscellaneous pavement markings shall be paid for on a lump sum basis as stated in the Bid Schedule. Such price shall constitute full compensation for all materials, tools, labor, equipment, and testing required to complete this section.

SECTION 32 33 00 - SURFACE RESTORATION

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all labor, materials, tools, and incidentals necessary to restore the surface of all areas affected by construction, including landscaping, as required herein, replacement of fences, stone-lined ditches, walls, and embankments, and restoration of miscellaneous structures (mailboxes, street signs, etc.).

1.1.1 Type A Surface Restoration: Regardless of the site's previous condition, restoration consists of furnishing and placing topsoil (which may need to be hauled in), liming, seeding, mulching, laying netting as required, and otherwise preparing and establishing a uniformly grassed area as specified herein. Type A surface restoration shall be required on all areas disturbed by construction other than public or private streets and roads (or unless noted otherwise on the drawings).

1.1.2 Type B Surface Restoration: Consists of furnishing and placing all the necessary materials to restore areas affected by construction to a condition equal to that which existed prior to construction. Areas requiring Type B surface restoration shall be so designated on the drawings.

1.1.3 Pavement Repair and Replacement: Shall conform to Section 32 01 10 – ROADWAY SURFACE of the Standard Specifications.

2. MATERIALS

- 2.1 See Section 32 92 19 – Seeding, Fertilizing, Liming, And Mulching of the Standard Specifications.

3. EXECUTION

- 3.1 See Section 32 92 19 – Seeding, Fertilizing, Liming, And Mulching of the Standard Specifications.

4. MEASUREMENT AND PAYMENT

- 4.1 Measurement and payment for Type A Surface Restoration shall be on a unit price basis per lineal foot, as shown on the Bid Schedule, including topsoil, fertilizing, screening, seeding, mulching, and finish grading. The width shall not be measured separately but shall include the full width of the area that is disturbed from construction activities. Such price and payment shall constitute full compensation for all labor, materials, tools, and equipment necessary to complete this section. A sum sufficient to cover the estimated cost of possible replacement that may occur during the guaranty period, including materials and labor, will be retained by the Owner and paid the Contractor only after any necessary replacement has been made and approved.
- 4.2 Repair and replacement of existing fences, mailboxes, street signs, stone-lined ditches, culverts, walls and embankments, and other miscellaneous structures shall not be measured or paid for separately but shall be included in the unit prices for surface restoration as shown on the Bid Schedule.

SECTION 32 92 19 - SEEDING, FERTILIZING, LIMING AND MULCHING

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing and placing of 4-inches of clean and uncontaminated topsoil, liming, fertilizing, seeding, mulching, laying netting and otherwise preparing and establishing a uniformly grassed lawn.
- 1.2 The work described in this section shall be performed on all areas of previously established lawns, yards, parkways, or other areas previously covered by buildings, paving materials, etc. that are disturbed by construction activities. This work shall also include all other remaining areas that require backfilling, finish grading and contouring to address areas adjacent to and affected by project activities.
- 1.3 Construction areas within open farmland, pastures, undeveloped land or similar areas shall not receive the work described in this section. Those areas shall have a restored or replaced surface that is of a condition equal to that which existed prior to construction.

2. MATERIALS

- 2.1 Topsoil Stripped and Stored: Topsoil stripped, stored, and placed shall be fertile, friable, with liberal content of humus, and capable of sustaining vigorous plant growth.
- 2.2 Topsoil to be Furnished: If the stripped topsoil is not adequate to complete the work, sufficient topsoil shall be furnished and shall be a natural, fertile, friable soil, possessing characteristics representative of productive soils in the vicinity. It shall be obtained from naturally well-drained areas. It shall not be excessively acid or alkaline (except for those plants requiring acid soil) nor contain toxic admixture of subsoil and shall be cleaned and reasonably free from clay lumps, stumps, roots, or similar substances, debris, or other objects which might be a hindrance to placing operations.
- 2.3 Lime: Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100 mesh sieve.
- 2.4 Fertilizer: Commercial fertilizer shall be formula 13-13-13, and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.
- 2.5 Herbicide: Herbicide shall be a pre-emergence type for mixing with soil designed to eliminate noxious weeds without harming landscape plants.
- 2.6 Lawn Materials: Grass seed shall be mixed and certified by the dealer and shall be 80% Kentucky 31 Fescue, and 20% Korean Lespedeza by weight, and shall be uniformly sown.
- 2.7 Water: The Contractor shall make, at his expense, whatever arrangements may be necessary to insure an adequate supply of water to meet the needs of this contract. He shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate watering of plants as may be required to complete the work as specified.
- 2.8 Netting: Netting shall be a uniform, open, plain weave mesh of single jute yarn or 25 to 35 pound

natural, unbleached kraft paper. Minimum width of netting fabric shall be 42 inches. Jute netting shall have 76 warp ends per 48 inch width and 41 weft ends per yard, minimum. Kraft paper netting shall have 5.5 warp yarns by 3.5 filling yarns per inch. Staples for anchoring netting shall be No. 11 gauge steel wire, six (6) inches long.

- 2.9 Mulch: Vegetative mulch shall be the shredded cereal straw from stalks of oats, rye, wheat, or barley. The straw shall be free of prohibited weed seeds as stated in the State Seed Law; shall be relatively free of all other noxious and undesirable seeds; and shall be clean, bright, and dry enough to spread properly.

3. EXECUTION

- 3.1 All areas shall be covered with 4-inches of topsoil. Allowances in the subgrade shall be provided so that the topsoil can be added so that adjacent elevations will be matched.
- 3.2 Soils Test: The Contractor shall, at his own expense, contact the County Extension Agent and secure a soil test of the topsoil. If recommended by this test, the topsoil shall be limed in quantity recommended by the Extension Agent. (Generally, a soil pH of 6.0 to 6.5 is desirable.) Three copies of the soil test shall be sent to the Engineer along with recommendations on lime use. No work shall be started until approved by the Engineer. Estimates of lime requirements are as follows:

POUNDS OF GROUND LIMESTONE PER 1,000 SQUARE FEET

<u>pH</u>	<u>Light Sandy Soil-Pounds</u>	<u>Medium Sandy Soil-Pounds</u>	<u>Loam & Silty Loam Pounds</u>	<u>Clay Loam Pounds</u>
4.0	90	120	172	217
4.5	82	112	157	202
5.0	67	90	127	150
5.5	52	67	97	120
6.0	None	None	None	None

- 3.3 Time of Planting for Lawns: The Contractor shall coordinate the work so that lawn areas will be topsoiled and graded to meet the planting schedule as follows:

3.3.1 Preferred Time of Planting: February 1 to April 20.

3.3.2 Alternate Time of Planting: September 1 to October 30. For this time of planting, the Contractor shall keep the lawn well watered through the summer, or until the project is accepted by the Owner.

- 3.4 The Engineer is aware that in some cases, it would create a hardship to maintain the above schedule. If the Contractor wishes to make recommendations on other times when seeding could be done, the Engineer will consider these recommendations. However, methods or time of planting shall be agreed to, in writing, before commencing this portion of the work or the above schedule shall be followed.

- 3.5 Preparation of Topsoil: The topsoil shall be graded and uniformly compacted.

- 3.6 Sulphur: If the addition of sulphur is necessary, it shall be applied at a rate of two pounds per 1000 square feet.

- 3.7 Applying Fertilizer: Commercial fertilizer shall be applied at the rate of 20 pounds per 1,000 square feet

to the lawn areas being prepared for planting. Fertilizer may be applied with seed, however, application after sprouting of the lawn seed is preferred.

- 3.8 Sowing of Seed: Immediately before any seed is to be sown, the ground shall be scarified as necessary and shall be raked until the surface is smooth, friable, and of uniformly fine texture. Lawn areas shall be seeded evenly at the rate of 200 pounds per acre, lightly raked, and watered with a fine spray. The method of seeding may be varied at the discretion of the Contractor on his own responsibility to establish a smooth, uniformly grassed lawn.
- 3.9 Mulching: Within 24 hours after seeding, mulch shall be spread evenly over the entire area at the rate of 2½ tons per acre.
- 3.10 Optional Establishment of Lawns: At the option of the Contractor, sod may be used for establishing all or part of grass lawn areas. Sod type shall match existing grass. Sod on slopes shall be held in place by wooden pins about one inch square and six inches long driven through the sod into the soil until they are flush with the top of the sod. Before any sod is laid, all soft spots and inequalities in ground shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur and shall be tamped or rolled. The complete sodded surface shall be true to finish grade, even and firm at all points. Sod shall be placed so that the surface of the compacted sod will be slightly below the surrounding surface soil. All soils tests and pH adjustment specified previously shall be undertaken prior to sodding.
- 3.11 Clean-up: Any soil, manure, peat or similar material which has been brought onto paved areas by hauling operations, or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones, and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Engineer. All lawns and planting areas shall be prepared for final inspection.
- 3.12 Maintenance: Maintenance shall begin immediately after planting and shall continue in accordance with the following requirements:
- 3.12.1 Repairs: Repairs to lawns or replacements of plants necessary during the maintenance period due to removal, vandalism, or acts of neglect on the part of others may be done on request by the Owner and will be done at the expense of the Owner.
- 3.12.2 Maintenance: Lawns shall be protected and maintained by the Contractor by watering, mowing, and replanting as necessary for at least thirty (30) days and longer as necessary to establish a uniform stand of the specified grasses, and until acceptance by the Owner.
- 3.13 Inspection: Inspections of the work to determine completion of contract work exclusive of possible replacement, will be made by the Engineer at the conclusion of the maintenance period upon written notice requesting such inspection submitted by the Contractor at least 10 days prior to the anticipated date. The condition of lawns will be noted and determination made by the Engineer and Owner as to whether maintenance shall continue in any part. After inspection, the Contractor will be notified in writing by the Engineer of acceptance of seeding work exclusive of the possible replacement.
- 3.14 Guaranty and Replacement: Lawns and planting shall be guaranteed for a maximum of one year after the conclusion of the maintenance period, or for the duration of one full growing season, after planting, whichever is longer, and shall be alive and in satisfactory growth at the end of the guaranty period, subject to normal care as recommended by this Contractor after acceptance of the work. At the end of the guaranty period, inspection will be made by the Engineer and a representative of the Owner upon written notice requesting such inspection submitted by the Contractor at least 10 days before the

anticipated date. Any planting required under this contract that is dead or not in satisfactory growth, as determined by the Engineer and Owner's representative, shall be removed from the site. These shall be replaced as soon as conditions permit, but during the normal planting season.

3.15 Pests: In the event that pests are encountered in the seed, mulch, sod, etc. all affected areas shall be adequately sprayed with an approved pesticide to effectively remove the pests. The application of the pesticide shall be according to the manufactures instructions. All vegetation that is damaged by pests shall be replaced as indicated in these specifications.

3.16 It will be the contractor's responsibility to clean and remove any spoils, and reestablish vegetation in all disturbed areas following construction. Prior to demobilizing, the City, Property Owner, and Contractor shall meet on site and address any corrections needed for the final grading phase.

4. MEASUREMENT AND PAYMENT

4.1 Seeding, Fertilizing, Liming and Mulching and watering associated with re-establishment of grassy areas, grassed lawns, parkways, maintenance, etc., disturbed by construction shall be paid for on a Lump Sum basis as provided for in the Bid Schedule.

SECTION 33 05 31 - PLASTIC PIPE AND FITTINGS

1. GENERAL

- 1.1 The work of this section shall consist of furnishing, storing, and installing solid wall plastic pipe for gravity sewers.

2. MATERIALS

- 2.1 Solid Wall PVC Gravity Sewer Pipe: Solid wall gravity sewer PVC pipe shall meet the requirements of ASTM D3034, latest revision, for sizes 8" through 15" diameter, and ASTM F-679, latest revision, for 18" diameter and larger pipe. Wall thickness for 8" through 12" diameter pipe shall conform to SDR 35 for invert flow line depths of less than 10-feet. Wall thickness for 8" through 12" diameter pipes with average invert flow line depths between manholes of greater than 10-feet shall conform to SDR 26. Wall thicknesses shall not vary between manholes. Wall thicknesses for pipes 15" diameter and larger shall conform to SDR 26. Pipe shall be extruded with one end to serve as a spigot end and the other as a bell end, with a gasket groove molded inside for retention of a rubber gasket used in making the joint. Standard laying lengths shall be 12.5' or 20'.

- 2.1.1 Drop Impact Test: Pipe shall withstand, without failure at 73°F, an impact of a falling missile (20-pound Tup A) at the following levels, in accordance with ASTM D2444, latest revision.

<u>Nom. Size (inches)</u>	<u>Ft.-Lbs.</u>
4	150
6	210
8	210
10" to 15"	220

- 2.1.2 Pipe Stiffness: Minimum pipe stiffness (F/delta-y) at 5% deflection shall be 46 psi for all sizes when tested in accordance with ASTM D2412, latest revision.

- 2.1.3 Flattening: There shall be no evidence of splitting, cracking, or breaking when a specimen of pipe, six inches long, is flattened between parallel plates in a suitable press until the distance between the plates is forty percent (40%) of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two (2) to five minutes (5).

- 2.2 Restrained Joint (R.J.) PVC Pipe: R.J. PVC pipe shall meet the requirements of AWWA C900, latest revision. Pipe shall be manufactured from PVC compound meeting cell classification 12454 per ASTM D1784. Pipe couplings for 4" diameter through 12" diameter pipes shall be manufactured from PVC compound meeting cell classification 12454 per ASTM D1784 and couples for 14" diameter through 24" diameter shall be a fiberglass composite. Pipe joints shall meet the requirements of ASTM D3139, latest revision, and gaskets shall meet the requirements of ASTM F477, latest revision. The coupled pipe system shall include two gaskets per coupling for a leak-free joint. Wall thicknesses shall be DR 18.

- 2.3 High Density Polyethylene (HDPE) Pipe: HDPE pipe and fittings 4" and larger shall be DIPS meeting the requirements of AWWA C906, latest revision. Pipe shall be made from HDPE material having a material designation code of PE4710 or higher. The material shall meet the requirements of ASTM D3350 and shall have a minimum cell classification of 445574C/E. Wall thicknesses for HDPE pipe 4" and larger shall be SDR 17.

- 2.4 Sewer Service Lateral Lines and Cleanouts: Sewer service lateral lines and cleanouts shall be solid wall schedule 40 PVC pipe meeting the requirements of ASTM D1784 and ASTM D2665, latest revisions, for sizes 4" and 6".

2.4.1 All sewer service lateral lines and cleanouts shall include the installation of tracer wire as specified in Section 33 31 11– SANITARY SEWER SYSTEMS.

3. EXECUTION

3.1 Installation: Plastic pipe shall be installed as specified in Section 33 31 11 – SANITARY SEWER SYSTEMS.

4. MEASUREMENT AND PAYMENT:

4.1 Plastic pipe shall be measured and paid for as specified in Section 33 31 11 – SANITARY SEWER SYSTEMS.

END OF SECTION

SECTION 33 05 61 - CONCRETE MANHOLES

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing, hauling, and placing all precast concrete manholes for sanitary sewer systems shown on the drawings and as specified herein.
- 1.2 Precast concrete manholes shall be of the type and configuration shown on the drawings, and all manholes shall be provided by one sole manufacturer. Precast risers shall be the eccentric cone type that can be assembled in such a way as to prevent lateral movement either by using bolt down construction or an interlocking tongue and groove construction, as shown on the drawings.
- 1.3 Manhole Sizes: Manholes shall be sized for particular diameters of sewer lines, as designated on the drawings.

2. MATERIALS

- 2.1 Portland Cement: Shall conform to ASTM C150, latest revision, Type I, II, or V.
- 2.2 Concrete Reinforcement: Shall be reinforcing bars conforming to ASTM 615, Grade 60.
- 2.3 Aggregate: Shall conform to ASTM C33, latest revision, for coarse and fine aggregate.
- 2.4 Mortar: Shall conform to ASTM C270, latest revision, Type M.
- 2.5 Water: Mixing water shall be clean and potable.
- 2.6 Dampproofing: Shall conform to Koppers Specifications for Coal Tar Bitumastic Super Service Black or an approved alternate.
- 2.7 Joint Sealant: Shall meet AASHTO Specification M-198 and shall be suitable for application in vertical and horizontal joints. Sealant shall be as manufactured by Hamilton-Kent, Ram-Nek, or approved equal.
- 2.8 External Joint Wrap: All buried manhole joints shall include a minimum 12-inch wide, external joint wrap. External joint wrap shall be Cretex Wrap by Cretex Specialty Products, Mac Wrap by MarMac Construction Products, Infi-Shield Gator Wrap by Sealing System, Inc., or Engineer approved equal.
- 2.9 External Chimney Wrap: All buried manhole frames and chimneys shall include the application of an external chimney wrap covering the interface between the frame and chimney section of each precast manhole. The chimney wrap shall be Cretex Specialty Products, be Infi-Shield Uni-Band, or engineer approved equal.
- 2.10 Manhole Pipe Connectors: Shall be a resilient connector designed to make a watertight seal between the precast manhole and sewer pipe, conforming to the requirements of ASTM C923, latest revision. Connectors shall be A-LOK, as manufactured by A-LOK Products, Inc. or approved equal.
- 2.11 Grout: Grout shall be a pre-mixed, packaged, non-ferrous, aggregate non-shrink grout. Grout shall be SEALTIGHT 588 Grout, as produced by W.R. Meadows, or approved equal.
- 2.12 Adjustment Rings: Adjustment rings shall be precast concrete (minimum 4") meeting the requirements of this specification or Expanded Polypropylene (EPP). EPP grade adjustments shall consist of a variety of heights (thicknesses), diameters and shapes all conforming to the following requirements:

2.12.1 The adjustment rings shall be manufactured from ARPRO® Expanded Polypropylene (EPP), black, 5000 series or Engineer approved equal meeting ASTM D3575 and ASTM D4819. The grade adjustments shall be manufactured using a high compression molding process to produce a finished density of 120 g/l (7.5 pcf). The grade adjustments shall meet or exceed the load rating requirements of AASHTO M306, HS-20 and HS-25. Grade adjustments shall contain either an upper and lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top.

2.13 Manhole Castings: Shall be of the size and type indicated below. The iron used for the castings shall conform to AASHTO M306, latest revision, for Class 35 gray iron.

2.13.1 Manholes Located In Pavement: Shall be East Jordan 2111 or Neenah 1573.

2.13.2 Manholes Located Elsewhere: Shall be East Jordan ERGO, Neenah R-1650-LM, or Owner approved equal.

2.14 Manhole Drops:

2.14.1 Type A Outside Drop: Shall be constructed of SDR-35 PVC pipe as shown on the drawings. Type A drops shall be utilized for all drops of two (2) feet minimum up to eight (8) feet maximum.

2.14.2 Type B Outside Drop: Shall be constructed of Class 50 ductile iron pipe as shown on the drawings. Type B drops shall be utilized for all depths greater than eight (8) feet.

3. EXECUTION

3.1 Fabrication and Manufacturing: Precast reinforced concrete manholes shall be manufactured to requirements of ASTM C478, latest revision and shall be of the type, size, and configuration shown on the drawings. Manhole tops shall be of the eccentric type. The minimum allowable wall thickness shall be determined by the manhole depth as below:

<u>Depth</u>	<u>Minimum Wall Thickness</u>
0 to 16 feet	1/12 of internal diameter
16 feet or greater	1/12 of internal diameter + 1"

Minimum internal diameter of any manhole section shall be 4 feet. Dampproofing shall be factory applied on all exterior surfaces. Dampproofing system shall be Koppers Coal Tar Bitumastic Super Service Black or an approved alternate, applied to manufacturer's specifications. Two coats, each of minimum 14 mils dry thickness, shall be applied. If, in the opinion of the Engineer, the external dampproofing appears unsatisfactory a 75-volt maximum wet sponge detector shall be employed to check for holidays in the dried finish film.

3.2 Construction:

3.2.1 Precast units shall be set into a reinforced concrete base constructed of 3,500 min. psi concrete, 4-inch maximum slump, and #4 rebars at 12-inch on center each way. Bottom section shall set into the base a minimum of twelve (12) inches. Base shall extend not less than six (6) inches from outside manhole wall.

3.2.2 Precast manhole bases will be allowed on manholes where practical. Inverts shall be constructed within precast bases in the field as described by this specification. Precast manhole bases with integral inverts shall not be allowed except at the Engineer's discretion after review of detailed shop drawings submitted by the Contractor.

- 3.2.3 Precast riser sections shall be set plumb and oriented with access opening to match the detailed drawings designations.
- 3.2.4 Join all precast concrete manhole sections with a double layer of pre-molded mastic material or rubber gasket to obtain a pliable watertight joint. Provide a 12" wide external joint wrap on all below grade precast concrete manhole section joints. Install joint wrap in accordance with manufacturer's recommendations.
- 3.2.5 Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections and shall extend six (6) inches beyond the inside surface of the wall. The new manhole shall be cleaned of silt, debris, or other foreign matter prior to acceptance.
- 3.2.6 Openings for sewer pipe in manhole sections shall be formed at the factory, with cast-in-place manhole pipe connector gaskets.
- 3.2.7 Invert channels shall be smooth and semi-circular in shape conforming to the inside of the adjacent pipeline sections with change in flow direction made by a smooth curve of as large a radius as the manhole size will permit, and changes in the size and grade of the channels being made gradually and evenly. Manhole floor shall rise a minimum of 1 inch per foot from side of channel to wall.
- 3.2.8 All lifting holes shall be thoroughly wetted and completely filled with non-shrinking grout to form a watertight seal.
- 3.2.9 All castings, frames, and covers shall be set true to line and to correct elevation upon a double layer of pre-molded mastic material. Manhole frames shall be attached to manholes with anchor bolts as directed by the Owner or Engineer. Frames and covers shall have true common bearing surfaces, such that the covers will seat firmly without rocking or shifting. Provide an external chimney wrap on all below grade frames to seal the interface area between the precast concrete chimney section or EPP grade rings and manhole frame. Install chimney wrap in accordance with manufacturer's recommendations.
- 3.2.10 Manholes shall not leak more than 1.14 gallons per day per vertical foot of manhole under a full hydrostatic head.
- 3.2.11 The drop pipe in manhole drops shall be constructed using standard pipe sections and fittings so as to enter at the bottom of the manhole and also continue the incoming line in a straight line to enter the manhole at a higher elevation, all as shown on the detailed drawings.
- 3.3 New Manhole Over an Existing Line: Manholes to be located over an existing sewer line will be built so that all of the manhole inverts will be smooth and continuous after the sewer pipe is broken open. All pipe to manhole connections shall be made with connector gaskets as manufactured by A-Lok Products, Inc. or an approved equal.
- 3.4 Connections to Existing Manholes: Existing manholes used for connecting new sewer lines to the existing sewerage system will have the invert chipped out and grouted back as required to facilitate the uninterrupted sewage flow from the new connection. This operation will be directed by the Engineer. All pipe to existing manhole connections shall be made with INSERTA-LOK Connectors, as manufactured by A-Lok Products, Inc. or an approved equal.
- 3.5 Inspection and Rejection: The quality of materials, the process of manufacture, and the finished manhole sections shall be subject to inspection and approval by the Engineer. Manhole sections shall be subject to rejection for failure to conform to any of the specified requirements. In addition, individual sections may be rejected because of any of the following:

- 3.5.1 Fractures or cracks passing through the wall;
- 3.5.2 Defects that indicate imperfect proportioning, mixing, and molding;
- 3.5.3 Surface defects indicating honeycombed or open texture;
- 3.5.4 Damaged or cracked ends where such damage would prevent making a satisfactory joint;
- 3.5.5 Any continuous crack having a surface width of 0.01-inch or more and extending for a length of 4-inches or more.

4. MEASUREMENT AND PAYMENT

- 4.1 Standard precast manhole shall be measured as a complete, in-place unit for the standard depth and per manhole diameter. Standard depth for manholes shall be 7.5 feet. Payment shall be made at the unit price stated in the Bid Schedule for diameter of manhole and type of surface under which the manhole is installed. This price and payment shall constitute full compensation for precast concrete sections, frame and covers, coatings, sealants, concrete reinforcement, external joint wrap, external chimney wrap, surface restoration, pavement replacement, excavation, backfill, labor, equipment, tools, and incidentals necessary for a complete installation.
- 4.2 Extra manhole depth shall be measured from rim of frame to flow line out, to the nearest tenth (0.1) of a foot less the standard depth defined for the standard manhole listed above. Payment shall be made at the unit price per foot as stated in the Bid Schedule for extra depth, complete and in-place, for the diameter of manhole listed.

END OF SECTION

SECTION 33 10 00 - WATER SUPPLY PIPING SYSTEM

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing and installing all underground water distribution piping in the designated locations and to the lines and grades as shown on the plans and herein specified, and all tools, labor, equipment, materials, and incidentals necessary to complete this section.

2. MATERIALS

- 2.1 Piping: All underground water distribution piping shall be plastic pipe with gasketed joints meeting the specifications given in Section 33 05 31 – PLASTIC PIPE, unless noted otherwise on the drawings.

3. EXECUTION

- 3.1 General: Only competent workmen shall be employed on this phase of the work and equipment suitable for the execution of the work shall be utilized. Any incompetency observed by the Engineer must be removed at his request, and where improper equipment or lack of equipment appears to be impairing the quality or speed of the work, adjustment shall be made to the Engineer's satisfaction. Installation of plastic pipe shall be in accordance with the manufacturer's instructions and in compliance with appropriate sections of ASTM D2321, or latest revision.

3.2 Delivery of Materials to Job:

3.2.1 All materials delivered by truck shall be inspected as they are unloaded. Damaged pipe or material shall not be left at the storage yard or taken to the job site but shall be removed as soon as possible in order that rejected material will not mistakenly be used on construction.

3.2.2 All pipe fittings, valves, and other accessories shall be unloaded by the use of hoists or skidways. Same shall be handled in such manner as to avoid damage due to shock. Under no circumstances shall pipe be dropped to the ground from cars or trucks. Special precaution shall be taken to prevent the rolling of pipe to strike another forcefully. Machined materials - valves, hydrants, etc. shall be handled in such manner as to protect the alignment and finished parts of same.

3.3 Trench Excavation: Shall be as specified in Section 31 23 33 – TRENCHING AND BACKFILLING.

3.4 PVC Pipe Installation:

3.4.1 General: Only competent men at laying plastic type pipe shall be employed on this phase of the work, and complete suitable equipment necessary for the execution of same is required. Any incompetency observed by the Engineer must be removed at his request, and where improper equipment or lack of same appears to be impairing the quality or speed of the work, such adjustment in same shall be made to the Engineer's satisfaction.

3.4.2 The pipe, fittings and valves shall be placed in the trench with care. Under no circumstances shall pipe or other materials be dropped or dumped into the trench. The pipe shall be snaked into the trench, either employing the natural snaking tendency of some plastic pipe or the pipe shall be laid from one side to the other on alternate lengths.

3.4.3 Pipe Cleaning During Laying Operations: The plastic pipe, if furnished from the factory with dust covers over the ends, shall be examined carefully during laying operations to ensure that such covers are not lost inside the pipe. At the termination of pipe laying, the open end of the pipeline shall be closed off by a suitable cover until laying operations are resumed. No pipe shall be placed in the trench unless it is intended to make the joint to the pipeline at that time.

3.4.4 Inspection of Materials During Construction: Any materials not meeting the specifications, or obviously faulty material, shall be rejected by the Engineer and removed from the job site by the Contractor.

3.4.5 Joining Plastic Pipe: In joining sections of pipe, the Contractor shall use good working practices. All pipe ends shall be cleaned thoroughly inside and out before application of lubricant. The recommendations of the manufacturer of the pipe shall be followed closely in joining this type of pipe. Care shall be taken in lowering pipe into the trench in order that a tensile stress is not created that would cause partial or complete separation of the joints. Concrete thrust blocks shall be installed at all bends, tees, crosses, and reducers. The Contractor shall arrange for a qualified manufacturer's representative to instruct his workmen in this pipe joining method.

3.4.6 Breaks in Pipe and Joints: Breaks in the pipe or joints shall be repaired to the satisfaction of the Engineer and at the expense of the Contractor.

3.4.7 Bedding of Plastic Pipe: The Contractor shall bed the pipe in accordance with the requirements of Section 31 23 33 – TRENCHING AND BACKFILLING and Section 31 05 16 – AGGREGATES FOR EARTHWORK.

3.4.8 Allowance for Expansion: The Contractor is cautioned that expansion and contraction of PVC pipe is relatively great. It is necessary to snake the pipe in the trench or allow in other ways for some expansion or contraction of the pipe.

3.4.9 Avoidance of Unnecessary Bends: Excessive bends in the alignment of the pipe will not be permitted. Where obviously required, sweep ells shall be used in making connections between two sections having differing alignment. Standard 90° elbows are not to be used, except in confined locations.

- 3.5 Anchorage of Bends, Tees, and Plugs: All tees, plugs, caps, and bends, indicated in the table below, shall be squarely anchored by suitable thrust concrete backing. Such concrete backing shall be so placed that the pipe or fitting joints will be accessible for repair. The concrete shall be of 1:3:5 mix and shall be placed between solid ground and the fitting to be anchored. The area of the bearing on the pipe and the ground in each instance shall be as indicated in the table below or as determined by the Engineer.

<u>Pipe Size (in)</u>	<u>Minimum Area of Bearing on Undisturbed Soil (SF)</u>				
	<u>Tees, Plugs, Caps, & Hydrants</u>	<u>90° Bend</u>	<u>45° Bend</u>	<u>22.5° Bend</u>	<u>11.25° Bend</u>
4 & 6	3	3	2	1	1
8	4	6	3	2	1
10	6	9	5	3	2
12	9	12	7	4	2

- 3.6 Testing: Installed water lines shall be hydrostatically tested by and at the expense of the Contractor. Testing shall include both a "pressure test" of at least two hours duration for the purpose of blowing defective joints, and a "leakage test" to determine actual loss of water from the system. Testing equipment and materials shall be provided by the Contractor. The test shall be conducted with all meter settings in place and the angle valve closed. Prior to conducting the test, the water line and fittings shall be backfilled. All air shall be expelled from the pipeline prior to the test by use of air release valves, hydrants, or taps. Taps, if used, shall be made by the Contractor at his expense. Taps shall be plugged after testing is completed.

3.6.1 Pressure Test: After the pipe has been laid, all newly laid pipe shall be subjected to a hydrostatic pressure of not less than 1.25 times the stated working pressure of the pipeline measured at the highest elevation along the test section and not less than 1.5 times the stated working pressure at the lowest elevation of the test section.

3.6.1.1 Test Pressure Restrictions: Test pressures shall be 1) of at least 2-hour duration; 2) not vary by more than ± 5 psi; 3) not exceed twice the rated pressure of joints, hydrants, restraints, or fittings.

3.6.1.2 Pressurization: Each valve or isolated section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner.

3.6.1.3 Air Removal: Before applying the specified test pressure, air shall be expelled completely from the pipe. After all the air has been expelled, the test pressure shall be applied.

3.6.1.4 Examination: All exposed pipe, fittings, valves, and joints shall be examined fully during the test. Any damaged or defective pipe, fittings, valves, or hydrants that are discovered following the pressure test shall be repaired or replaced with sound material and the test shall be repeated until it is satisfactory to the Owner.

3.6.2 Leakage Test: A leakage test shall be conducted concurrent with the pressure test.

3.6.2.1 Leakage Defined: Leakage shall be defined as the quantity of water that must be supplied into the new laid pipe, or any valved section thereof, to maintain pressure within five (5) psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

3.6.2.2 Allowable Leakage: No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$Q = \frac{LD \sqrt{P}}{148,000}$$

In which Q is the allowable leakage in gallons per hour; L is the length of pipeline tested in feet; D is the nominal diameter of the pipe in inches; and P is the average test pressure during the leakage test, in pounds per square inch gauge. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gph/in. of nominal valve size shall be allowed.

3.6.2.3 Acceptance of Installation: Acceptance shall be determined on the basis of allowable leakage. If any test of pipe laid discloses leakage greater than that specified above, the Contractor shall, at his own expense, locate and repair the defective material until the leakage is within the specified allowance. All visible leakages are to be repaired regardless of the amount of leakage.

3.7 Flushing and Disinfecting: The completed water distribution system shall be flushed and disinfected in accordance with AWWA C651. The "Continuous-Feed Method" shall be utilized. This method is summarized below:

3.7.1 Calcium hypochlorite granules shall be placed in pipe sections during construction. Granules shall be placed at upstream end of the first section of pipe, at the upstream end of each branch main, and at 500-foot intervals. One-half ounce of calcium hypochlorite granules shall be placed at the locations specified. Calcium hypochlorite granules shall not be placed within solvent weld PVC pipe or in screwed joint steel pipe.

3.7.2 Prior to disinfection, the completed water line shall be filled and flushed. All air shall be expelled from the pipeline as described in paragraph 3.6 of this specification. The flushing velocity shall not be less than 3.0 feet per second (fps) unless approved otherwise by the Engineer. The following table shows the approximate rates of flow required to produce a velocity of 3.0 fps in pipes of various diameters:

Approx. Pipe Dia., In.	Flow Req'd. to Produce 3.0 fps, GPM
1	10
2	30
3	70
4	120
6	260
8	470
10	730
12	1,060

3.7.3 Potable water from an approved source shall be introduced into the water line at a constant, measured rate. At a point no more than 10 feet downstream from the beginning of the new water line, water entering the line shall

receive a dose of one percent chlorine/water solution, fed at a rate such that the water shall have not less than 25 mg/L free chlorine. The Contractor shall measure the chlorine concentration at regular intervals using appropriate chlorine test kits. The following table shows the amount of chlorine required per 100 feet of pipe to produce a 25 mg/L concentration in the pipeline:

<u>Pipe Dia., (in)</u>	<u>Gallons of 1% Solution Req'd. per 100 Ft. of Pipe</u>	<u>100% Chlorine Req'd. per 100 Ft. of Pipe</u>
1	0.01	0.001
2	0.05	0.004
3	0.11	0.008
4	0.16	0.013
6	0.36	0.030
8	0.65	0.054
10	1.02	0.085
12	1.44	0.120

3.7.4 Approximately one pound of liquid chlorine (100% available chlorine) is required for 12 gallons of water to produce a one percent solution. Approximately one pound of calcium hypochlorite (HTH) is required per 8 gallons of water to produce a one percent solution.

3.7.5 The chlorinated water shall be allowed to stand in the new water line for at least 24 hours, during which time all valves and hydrants shall be operated. At the end of the 24-hour period, water in all portions of the line shall have a residual of not less than 10 mg/L free chlorine. If a concentration less than 10 mg/L is found after the 24-hour period, the entire disinfection procedure shall be repeated by the Contractor at his expense.

3.7.6 Upon satisfactory completion of the disinfection procedure, the heavily chlorinated water shall be flushed from the system until the chlorine concentration throughout the entire system is no higher than one mg/l or the chlorine concentration of the water source.

3.7.7 After final flushing and filling of the system and prior to placing the system in service, the Contractor shall arrange with the Missouri Department of Natural Resources for collecting samples for required tests. If bacteriological test results are unsatisfactory, the entire disinfection procedure shall be repeated by the Contractor at his expense. The Contractor shall be available to assist the Missouri Department of Natural Resources in collecting samples if required.

3.8 Water Mains Near Sewers:

3.8.1 Horizontal Separation: A water main shall be laid at least ten feet horizontally from any existing or proposed drain or sewer line. Should local conditions prevent a lateral separation of ten feet, a water main may be laid closer than ten feet to a storm or sanitary sewer line, provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer line and at such an elevation that the bottom of the water main is at least eighteen inches above the top of the sewer line. When it is impossible to obtain vertical or horizontal separation, the sewer line must be re-laid and constructed equal to the water line pipe and should be pressure tested to assure watertightness before backfilling.

3.8.2 Vertical Separation: Where water mains must cross sewers, storm drains, or sanitary sewers, the water main must be laid to provide a minimum vertical clearance of eighteen inches between the outside of the water main and the outside of the sewer line. A full length of water main pipe must be centered over the sewer to be crossed so that the joints will be equally distant from the sewer and as remote therefrom as possible. This vertical separation must be maintained for that portion of the water main located within ten feet horizontally of any sewer or sewer line that it crosses, said ten feet to be measured as the normal distance from the water main to the sewer.

3.8.3 Unusual Conditions: In areas where the recommended separation cannot be maintained, the water main must be laid with restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as a water main. Concrete encasement is not acceptable.

3.8.4 No water pipe shall pass through or come into contact with any part of a sewer manhole.

- 3.9 Repairs: The Contractor's performance bond shall remain in effect for one year from the date of acceptance of the water distribution system by the Owner. In the event of leaks or breaks or other malfunctions of material within this year, the Contractor shall repair such defects at his expense or arrange with the Owner to reimburse the Owner for expenses incurred in such repairs.

4. MEASUREMENT AND PAYMENT

- 4.1 Water Main Line Installation: Shall be measured on a lineal foot basis with deductions made for special installations, such as highway, railroad, stream, and river crossings, and shall be paid for at the appropriate unit price set forth in the Bid Schedule for the diameter of water line installed. All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all trenching, bedding, full depth crushed stone backfilling, piping, fittings, couplings, adaptors, tracer wire, labor, materials, equipment, and incidentals for a complete and functioning water line.
- 4.2 Water Line Testing, Flushing, and Disinfecting: Shall be measured on a lineal foot basis and shall be paid for at the appropriate unit price set forth in the Bid Schedule for the diameter of water line to be tested, flushed, and disinfected. All measurements and/or stationing shown on the drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all labor, material, tools, equipment, and supervision for the testing, flushing, and disinfecting of water lines. No payment shall be made for re-testing, re-flushing, or re-disinfecting a water line.
- 4.4 Water line service tap installation shall be measured per occurrence. Payment shall be made at the unit price set forth in the Bid Schedule for the diameter of service tap installed. The price and payment shall constitute full compensation for all service saddles, corporation stops, fittings, couplings, pipe, labor, material, equipment, and incidentals.
- 4.5 Water service line installation shall be measured on a lineal foot basis. Payment shall be made at the unit price stated in the Bid Schedule for the diameter of water service line installed. All measurements shown on the drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all pipe, fittings, couplings, tracer wire, connection to existing water meter or service line, labor, materials, equipment, and all other items necessary for a complete installation.

END OF SECTION 33 10 00

SECTION 33 14 19 - VALVES, HYDRANTS, AND ACCESSORIES FOR WATER UTILITY SERVICE

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing, hauling, and placing valves and hydrants as shown on the plans and herein specified, and all labor, tools, and equipment necessary for their installation.

2. MATERIALS

2.1 Gate Valve and Box:

2.1.1 All gate valves shall be iron body, non-rising stem with O-ring gaskets. The valves shall be equipped with a two-inch square operating nut.

2.1.2 Gate valves shall conform to AWWA C500 (Metal Seated Gate Valves) or AWWA C509 (Resilient Seated Gate Valves) for design working water pressures of 200 psig for valves 12 inches NPS in diameter or smaller, and 150 psig for valves 14 inches NPS in diameter and larger.

2.1.3 Valve Boxes: Valve boxes shall be required for all buried valves and shall be cast iron. The valve box shall have a round top with open base. A top cover will be provided, marked "water". The valve box shall be of the two-piece screw type with top piece capable of adjustment to final grade.

2.2 Fire Hydrants and Appurtenances:

2.2.1 Fire Hydrants: Shall meet or exceed requirements set forth in AWWA Standard C502 or latest revision. Hydrants shall be dry barrel traffic model with break flange construction. Outlets shall be three-way as required for the Fire Department's pumper and/or hose sizes and threads. Operating nut shall be open right/close left as required by the City. Contractor shall be solely responsible for insuring compatibility of City's equipment and hydrants. Inlet shall be mechanical joint type and main valve size shall be 5¼ inch. Hydrants shall be Mueller Super Centurion A-423 with reflective gray paint as preferred by the City.

- 2.3 Tapping Sleeves: All tapping sleeves shall be 18-8 type 304 stainless steel for corrosion control, mechanical joint type with outlet flange. For the mechanical joint, all end and side gaskets shall be totally confined to eliminate cold flow. Selection shall be made for the proper end gaskets in order to utilize one size of sleeve for a specific nominal size of pipe for all classes of cast or ductile iron and PVC pipe regularly used. The outlet flange shall be machined recess for mating with the tapping valve.

- 2.4 Tapping Valves: All tapping valves shall have an inlet flange (CL 125, ANSI B16.1) for attachment to the tapping sleeve. The outlet shall be standard mechanical joint with gland and gasket as required to match the pipe as shown on the drawings. The inlet flange shall have a machined projection that will mate with the machined recess on the tapping sleeve to assure proper alignment. The tapping valve shall have an oversized seat opening to allow entry of the tapping machine cutters and permit full diameter cuts. The tapping valve shall meet the specifications in paragraph 2.1 in all aspects except for changes as noted in this paragraph.

- 2.5 Cutting-in Sleeves: Shall be of either gray iron or ductile and shall conform to the requirements of ANSI/AWWA C110. Cutting-in sleeves shall be standard asphaltic varnish coated on the outside and shall be cement mortar lined in conformance with ANSI A21.4 (AWWA C104) unless specified otherwise. All cutting-in sleeves shall be mechanical joint by plain-end and shall be of such dimensions to fit all classes of cast iron pipe. Sleeve gland shall be equipped with setscrews to hold the sleeve in place. Mechanical

joint end shall comply with the requirements of ANSI A21.11 (AWWA C111).

3. EXECUTION

- 3.1 Gate Valve and Box Installation: Each gate valve shall be installed at the locations and grades as shown on the plans. The Contractor shall ensure that the valve is operating freely and that the valve box, if required, is properly placed to allow for the use of the necessary tools for the operation of the valve. The Contractor shall ensure that the valve box, if required is plumb and centered over the operating nut on the valve. If the top of the operating nut is more than two feet below the finish grade, a permanently installed valve stem extension shall be installed in the valve box, raising the nut to within six inches of ground surface. Valve storage, shipment, and installation shall strictly comply with ANSI/AWWA Standard C509.
- 3.2 Fire Hydrant Installation: Each fire hydrant shall be set plumb with the break-off flange set at the finished surface. The fire hydrant shall have adequate blocking and drain materials installed. The Contractor shall insure that the fire hydrant drain valve is in proper working condition. The fire hydrant shall be disinfected.
- 3.3 Tapping Sleeve and Valve Installation: Each tapping sleeve and valve shall be installed at the locations and grades as shown on the plans. Install sleeve so valve is in horizontally level position unless otherwise indicated on the plans. Tapping sleeve and valve shall be installed as per manufacturer's instructions.

4. MEASUREMENT AND PAYMENT

- 4.1 Gate Valve and box shall be measured as a complete, in-place unit. Payment shall be made at the unit price stated in the Bid Schedule for the diameter of gate valve. Price shall constitute full compensation for all trenching, backfilling, bedding, compacting, valve, valve box, material, equipment, and tools required for a functioning gate valve.
- 4.2 Tapping sleeves and valves shall be measured as a complete, in-place unit. Payment shall be made at the unit price stated in the Bid Schedule for the diameter of tapping sleeve and valve. This price and payment shall constitute full compensation for all trenching, bedding, backfilling, tapping sleeve, tapping valve, valve box, labor, equipment, material, and tools for a complete and functioning connection and valve.

END OF SECTION 33 14 19

SECTION 33 31 11 - SANITARY SEWER SYSTEMS

1. GENERAL

- 1.1 Description: The work of this section shall consist of installing the gravity sewer to the lines and grades as shown on the drawings and as specified herein. This section sets forth procedures for installation of the gravity sewer lines.

2. MATERIALS

- 2.1 Gravity Sewer System: Where the type of pipe is noted on the drawings, the Contractor shall install only the type of pipe noted. Otherwise, gravity sewer lines shall be plastic pipe meeting the requirements of Section 33 05 31 - PLASTIC PIPE. Manholes shall be as specified in Section 33 05 61 – CONCRETE MANHOLES, and as shown on the drawings.

3. EXECUTION

- 3.1 Handling, Receiving, and Delivery of Materials: All materials shipped by rail shall be carefully inspected for damage in transit in the cars. If damaged material is found, it shall not be unloaded except upon instructions from the official freight agent. In the event of damaged pipe, it may be lifted out of the cars and placed along the switch site, but no material shall be removed from the railroad company property. If materials are delivered by truck, they shall be inspected as they are unloaded. Damaged pipe shall not be left at the job site, but shall be removed promptly so that rejected material will not mistakenly be used in construction. All pipe, pipe fittings, and other accessories and materials shall be unloaded in such a way as to avoid damage due to shock. Under no circumstances shall pipe be dropped to the ground from cars or trucks. Special precautions shall be taken to prevent one pipe from striking another forcefully.
- 3.2 Storage: All materials shall be placed for storage in suitable places as approved by the Engineer. As pipe is placed along the intended alignment of the trench, it shall be placed with bell ends facing the direction in which work will proceed (upstream), unless otherwise directed.
- 3.3 Pipe Inspection: Before pipe is lowered into the trench, the pipe shall be inspected for defects. The pipe shall be rung with a light hammer to detect cracks. Any defective, damaged, or unsound pipe shall be rejected.
- 3.4 Pipe Cleaning: A thorough cleaning of each pipe section shall be done just before the section is lowered into the trench. A suitable swab shall be pushed through the pipe. The pipe shall be kept clean by approved means during and after laying.
- 3.5 Cutting Pipe: All cutting of pipe shall be done in a neat manner with the least amount of waste of pipe involved and without damage to existing or new pipe lines.
- 3.6 Pipe Installation: All pipes, pipe fittings, etc. shall be lowered into the trench piece by piece by means of derricks, ropes, or other suitable equipment. Under no circumstances shall pipe or other materials be dropped into the trench. The pipe shall be laid with bell holes upstream, i.e., in the direction of laying operations. Pipe shall be laid in a bed of granular stone as shown on the drawings and as specified in Section 32 23 23.13 – GRANULAR STONE BEDDING AND BACKFILL. In all cases, full-length joints of pipe shall be used except in making closures. The pipe shall be laid on grade with a grade rod that has an iron heel for the invert and notches for the line stretched over the pipe between the grade boards. Grade lines shown on the profile drawings are the internal invert lines of the sewer pipe. Pipe laying machines, laser beams, or other devices may be used in lieu of a grade rod only with the prior approval of the Engineer. After the pipe is set and on grade, granular stone bedding shall be deposited in the trench to a depth of at least six (6) inches over the top of the pipe. This shall be carefully deposited in uniform layers not

exceeding six (6) inches with each layer carefully and solidly tamped in such a manner to prevent disturbance of the line and grade. Bedding and backfilling of the pipe shall be in accordance with Section 31 23 33 – TRENCHING, BACKFILLING, AND COMPACTING. At the close of each day's work, or when pipe is not being laid, the end of the pipe shall be stopped to overcome possible uplift and prohibit contamination. Any pipe which settles before acceptance, or which is not in true alignment, shall be taken up and replaced by the Contractor at his expense.

- 3.7 Joints: At all pipe joints, the granular stone bedding shall be excavated sufficiently so that the pipe bell will not rest on the bedding materials, but all the weight of the pipe shall be evenly distributed along the entire length of the barrel of the pipe. Care shall be taken to ensure that the joints of the pipe are clean and free of any foreign material, and constructed watertight at all points. Any leaks or other defects discovered at any time before the final acceptance of the work shall be immediately repaired, or that portion of the sewer rebuilt, if necessary.
- 3.8 Removal of Buildings, Structures, and Improvements: Where buildings, structures, improvements, or materials of value are encountered in the area where sewer line is to be installed, the Contractor shall provide for the removal, protection, and disposition of these elements. The Contractor shall consult with the Owner and Engineer relative to the proposed means of removal. All fences disturbed during construction shall be restored to a condition at least equal to that which existed prior to construction, unless specifically directed otherwise by the drawings. Certain repaired fence sections shall require installation of a fence gate. Locations of these gates shall be as called out on the drawings. Gates shall conform to the details shown on the drawings.
- 3.9 Separation of Sewer and Water Lines: When sanitary sewers are to be laid parallel to existing potable water lines, it will be necessary to maintain at least ten feet of horizontal separation between the sewer and water lines, measured outside edge to outside edge. At points where sewers cross under water mains with less than two feet of vertical separation, sewers shall be constructed of ductile iron with mechanical joints for ten feet each direction from the crossing point.
- 3.10 Sewer Service Lateral Lines: All existing active sewer service lateral lines shall be reconnected to the newly constructed wastewater collection main.
- 3.10.1 Slope: Four (4) inch diameter lateral lines shall be laid at a uniform minimum slope of 0.011 ft/ft (1.0%) and six (6) inch diameter lateral lines shall be laid at a uniform minimum slope of 0.006 ft/ft (1.0%).
- 3.10.2 Trenching, Bedding, and Backfilling: Shall be as specified in Section 31 23 33 – TRENCHING, BACKFILLING, AND COMPACTING, and Section 31 23 23.13 – GRANULAR STONE BEDDING AND BACKFILL.
- 3.10.3 Depth: Lateral lines shall be installed so as to have minimum 30 inches of cover above the top of the pipe.
- 3.10.4 Cleanouts: Lateral lines shall be installed with a single cleanout located as close as practical to the building being served, but within 200 feet of the centerline of the interceptor or collector line. Cleanouts shall be constructed using PVC 45-degree wyes and a PVC cap at the ground surface. Top of cleanout shall not be located in depressions likely to collect surface water.
- 3.10.5 Connection of the service lateral to the new sewer main shall be accomplished by use of a standard tee or a watertight compression-fit service connection. The watertight compression-fit service connection shall be specifically designed for connection to the type of sewer main being installed, and shall be per plan. Installation shall be in accordance to the manufacturer's written installation instructions.
- 3.10.6 Surface Restoration: Ground surfaces disturbed by construction of sewer service lateral lines shall be fully restored to a condition equal to that which existed prior to construction.

4. GRAVITY SEWER TESTING

- 4.1 General: All completed gravity sewers shall require pneumatic or hydrostatic testing for the purpose of locating potential infiltration and/or exfiltration within the system.
- 4.2 Pneumatic Testing Procedure: The Contractor shall perform low pressure air testing on all sections of completed sewer 8-inch through and including 24-inch diameters, in the presence of the Engineer. Completed sewer larger than 24-inch diameter may use hydrostatic testing. It will be the responsibility of the Contractor to furnish and operate equipment capable of making the required tests. Pneumatic plugs shall be utilized to isolate sewer sections for testing. Plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected. Pneumatic plugs shall resist internal test pressure without requiring external bracing or blocking. All air used shall pass through a single control panel and three individual hoses shall be used for connections from the control panel to 1) pneumatic plugs for inflation; 2) sealed line for introducing the low pressure air; and 3) to the sealed line for continually monitoring the air pressure rise in the sealed line. Equipment shall be Cherne Air-Loc equipment or approved equal. Testing methods and air leakage rates shall conform to ASTM F1417, latest revision, as a minimum. Otherwise, the following procedures shall be followed:

4.2.1 Pipe Above Groundwater Table: All pneumatic plugs shall be seal-tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs of the pipe. After a manhole-to-manhole reach of pipe has been backfilled and cleaned and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low-pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any groundwater that may be over the pipe. At least two (2) minutes shall be allowed for the air pressure to stabilize. After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig is not less than the time shown for the given diameters in the following table:

Pipe Diameter (inches)	Minimum Time (min.:sec.)	Max. Length (ft.) for Min. Time	Time (sec.) for Longer Length (L)
4	3:46	597	0.380 L
6	5:40	398	0.854 L
8	7:34	298	1.520 L
10	9:26	239	2.374 L
12	11:20	199	3.418 L
15	14:10	159	5.342 L
18	17:00	133	7.692 L
21	19:50	114	10.470 L
24	22:40	99	13.674 L
27	25:30	88	17.306 L
30	28:20	80	21.366 L
33	31:10	72	25.852 L
36	34:00	66	30.768 L

4.2.2 Pipe Below Groundwater Table: In areas where groundwater is known to exist, the Contractor shall install a one-half inch diameter capped pipe nipple, approximately 10" long, through the manhole wall on top of one of the sewer lines entering the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the test, the groundwater shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then

connecting a clear plastic tube to the nipple. The hose shall be held vertically and a measurement of the height in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. For example, if the height of water is 11-1/2 feet, then the added pressure will be 5 psig. This increases the 3.5 psig to 8.5 psig, and the 2.5 psig to 7.5 psig. The allowable drop of one pound and the timing remain the same.

- 4.3 Testing of Manholes and Large Diameter Sewer Lines: The Contractor will be required to make either hydrostatic or vacuum infiltration/exfiltration tests of all manholes and sewer lines larger than 24-inch diameter not pneumatically tested in the presence of the City, to demonstrate that the manholes and/or sewer lines are free of leaks. Each manhole-to-manhole section shall be tested. Satisfactory test results must be obtained before the line or any part thereof will be accepted.

4.3.1 Hydrostatic Testing: Where the top of the sewer is below water level, a one-half inch (½") galvanized pipe nipple is to be cast into each manhole wall and capped on the inside. The pipe nipple is to be located at the top of the inside bore of sewer pipe. All tests are to be conducted in the following manner:

4.3.1.1 Test plugs are to be placed in the end of each sewer pipe on the upstream side of both manholes and inflated to a maximum pressure of 16 psig. Plugs are to be thoroughly blocked to prevent them from blowing out. The sewer pipe and manhole shall be filled with water to a level four and one-half feet (4-½') above the groundwater level or seven (7') feet above the pipe invert, whichever is higher. Ten minutes shall then be allowed for absorption, after which the water level shall be brought back to the test elevation.

4.3.1.2 The specified head shall be maintained on the manhole for a period of eight (8) hours. Sufficient water shall be added to maintain this level. All water added shall be metered to within one-tenth of a gallon and recorded. The maximum allowable leakage shall be as specified herein. If zero (0) water loss is recorded after two (2) hours of testing, the testing may be considered complete, and the test section accepted.

4.3.1.3 The Contractor shall provide all water, pumping facilities, and metering facilities necessary to perform the tests. After each test, all test water is to be pumped out by the Contractor.

4.3.2 Vacuum Testing: Vacuum testing, performed in accordance with this specification, shall be allowed as a substitute method for hydrostatic testing of manholes. The vacuum test equipment shall be approved by the Engineer prior to commencing manhole testing.

4.3.2.1 The vacuum "test head" assembly shall be placed inside the frame of the manhole cover, in order to include in the test the seal between the frame and the manhole cone section, slab, or adjusting rings.

4.3.2.2 Plugs shall be placed at least eight (8) inches inside all pipes entering the manhole. Location of plugs shall be such that when inflated, they are past the gasket seal or joint of the manhole and sewer pipe. All plugs shall be braced sufficiently to prevent the plug or pipe from becoming dislodged and drawn into the manhole.

4.3.2.3 A vacuum of at least 10½ inches mercury shall be drawn on the manhole. The valve on the vacuum line to the manhole shall be closed, and the vacuum line disconnected. The vacuum within the manhole shall then be adjusted to 10 inches of mercury by opening the vacuum line valve.

4.3.2.4 A liquid-filled pressure gauge having a face of 3½ inches and reading from zero to 30 inches of mercury shall be utilized.

4.3.2.5 The time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury must be equal to or less than the following values in order for the manhole to be considered as passing the vacuum test.

<u>Manhole Depth</u>	<u>Time (minutes)</u>
10 feet or less	2.0
10.1 feet to 15 feet	2.5
15.1 feet to 25 feet	3.0

4.3.2.6 If vacuum drops less than one (1) inch mercury within the test time, the manhole is considered acceptable and passes the test. If manhole fails and leaks, the contractor shall make the needed repairs and test again until satisfactory results are obtained. Test may be done before backfilling, but shall be repeated after backfill.

4.3.2.7 All safety procedures, placing of plugs, and bracing, labor, and other work required for testing will be the responsibility of the contractor.

4.3.2.8 The contractor shall supply all required test plugs, vacuum plate, and vacuum pump.

- 4.4 Infiltration/Exfiltration Allowance: Infiltration or exfiltration for sewers 8-inch through 12-inch diameter shall not exceed 200 gallons per inch of pipe diameter per mile per day for any section of sewer.
- 4.5 Infiltration/Exfiltration Elimination: The Contractor shall locate all sources of infiltration and exfiltration in the sewer lines, manholes, and appurtenances, and shall correct deficiencies and eliminate infiltration/exfiltration sources in a manner approved by the Engineer. All sections of sewer line, manholes, and appurtenances shall be re-tested after corrections are finalized. The Contractor shall carry the sole responsibility for providing a sewer system having infiltration or exfiltration below the specified limits.
- 4.6 Deflection Test: Deflection test shall be performed on all flexible pipe not less than thirty days after the placement of final backfill. The deflection test shall consist of hand-pulling a rigid ball or mandrel through the installed pipe in the presence of the Engineer. The rigid ball or mandrel shall have a diameter equal to 95 percent of the inside diameter of the pipe. If the rigid ball or mandrel fails to pull through the pipe, the section being tested fails the test and will be replaced by the Contractor at no expense to the Owner.

5. MEASUREMENT AND PAYMENT

- 5.1 Gravity Sewer Line Installation: Shall be measured on a lineal foot basis from centerline to centerline of manhole with deductions made for special installations, such as boring and jacking. Payment shall be made at the unit price set forth in the Bid Schedule for the diameter of sewer pipe installed. All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all labor, materials, equipment, and incidentals.
- 5.2 Sewer Line Testing: Sewer line testing, whether pneumatic or hydrostatic and deflection testing, shall be measured on a linear foot basis. Payment shall be made at the unit prices stated in the Bid Schedule. Payment shall constitute full compensation for all labor, equipment, materials, tools, and incidentals necessary for testing. No payment shall be made for retesting.
- 5.3 Manhole Testing: Manhole testing for gravity sewer system piping shall be measured per manhole, and payment shall be made at the unit price stated in the Bid Schedule. Payment shall constitute full compensation for all labor, equipment, materials, tools, and incidentals necessary for testing. No payment shall be made for retesting.

- 5.4 Sewer Service Lateral Lines: Shall be measured per connection and payment shall be made at the unit price set forth in the Bid Schedule. This price and payment shall include all labor equipment, fittings, pipe, excavation, bedding, backfill, caps, tees, etc. required to provide a service tee in the main line, complete and in-place.

SECTION 33 37 00 - SEWER FLOW DIVERSION AND CONTROL

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all labor, materials, tools, equipment, and incidentals necessary to control sanitary sewer flow during evaluation, rehabilitation, and emergency repairs. Limited sewage flow is acceptable during internal inspection of sanitary sewers. Complete stoppage or bypassing of flow shall be required for sewer line and manhole rehabilitation work.
- 1.2 Pumping and Bypassing: When pumping and bypassing is required, the Contractor shall provide pumps, conduits, and other equipment to divert and control sewage flows around manholes and/or sewer lines in which work is to be performed. Flow diversion and control shall be done in accordance with this specification.

2. EQUIPMENT

- 2.1 Provide temporary pumps, conduits, and other equipment to bypass sewage flow. Engines shall be equipped with mufflers and/or shall be enclosed so that noise level does not exceed 50 decibels or 10 decibels above ambient noise levels when measured at the building closest to noise source.
- 2.2 Pumps and bypass lines shall be of adequate size and capacity to handle flows that may be encountered during peak flow periods or from precipitation. The bypass system shall be constructed using materials and workmanship that shall prevent leakage during pumping operations.
- 2.3 Maintain sufficient equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems. Keep standby pumps fueled and ready for operation at all times. Maintain on site a sufficient quantity of valves, tees, elbows, connections, tools, sewer plugs, piping, and all other parts or system hardware to ensure immediate repair or modification of any part of system, as necessary.
- 2.4 Provide piping, joints, and accessories that are designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater.

3. EXECUTION

- 3.1 Notification: The Contractor shall notify and provide reasonable access to all properties with the least amount of inconvenience to the Owner or the public. All available safety measures must be maintained.
- 3.2 Discharge of Bypassed Flows: Where flows are bypassed, bypassed flows shall be discharged into Owner's sanitary sewer system at locations approved by the Owner. No bypassed flows shall be discharged to ground surface, surface waters, storm drains, ditches, or gutters. Bypassing which results in groundwater contamination, surface water contamination or presents a threat to public health shall not be permitted.
- 3.3 Spills and Overflows: In the event sewage accidentally drains into a drainage system or street, the Contractor shall immediately stop the overflow, notify the Owner, and take all necessary actions to clean up and disinfect the spillage to the satisfaction of the Owner. If sewage is spilled on private property, the contaminated area shall be washed down, cleaned up and disinfected to the satisfaction of the Owner. Any and all overflow of sewage shall be immediately reported to the Owner.
- 3.4 Plugging or Blocking: A plug shall be inserted in the line upstream of the sewer line being worked. Plugs shall be designed so that all or a portion of upstream flow can be released. If sewer flow control is required for sanitary sewer line or manhole inspections, flow shall be reduced to comply with the requirements of Section 33 01 30.45 – SEWER SYSTEM INSPECTION. After completing work on the section of sewer line or

manhole in question, flow through that section shall be restored to normal.

- 3.5 Sewer Backups: The Contractor shall indemnify and hold the Owner harmless for any sewer backup claims filed against the Owner, within the scope of the project, and during the warranty period, if caused by Contractor's action or lack thereof.
- 3.6 Incidental Work: All work required by this Contract and necessary to complete the project which is not specifically listed in the items of work in the bid form are considered incidental to the project. Cost for this incidental work shall be included in the unit cost for the bid items listed in the bid form.
- 3.7 Clean Up and Restoration: The Contractor shall keep premises free from accumulations of waste materials, rubbish, and other debris generated by Contractor's operations. Upon completion of bypass pumping, bypass piping shall be drained into existing sanitary sewers prior to piping being disassembled. Contractor is to save and/or restore, as nearly as possible, to original condition all damaged fences, bushes, trees, lawns and other improvements.

4. MEASUREMENT AND PAYMENT

- 4.1 Bypass pumping operations utilizing pumps smaller than 4-inches shall not be measured or paid for separately but shall be included and considered incidental to the work of which they are a part.
- 4.2 Bypass pumping shall be measured by the number of pumps utilized on an hourly basis for all 4-inch and larger pumps. Payment shall be made at the hourly unit price set forth in the Bid Schedule for the diameter of bypass pump (4" and larger) utilized during the bypass operation. This price and payment shall constitute full compensation for supervision, labor, materials, tools, equipment, pump, piping, couplings, floats, and necessary miscellaneous items required in order to provide continuous by-pass pumping operations on an hourly basis.

SECTION 33 44 00 - STORMWATER DRAINAGE

1. GENERAL

1.1 This section specifies the furnishing of all labor, materials, equipment, supervision, and incidentals, and the installation of all stormwater drainage elements.

Precast concrete suppliers must be pre-qualified by the Owner. Scurlock Industries, Rinker Materials, and Kansas City Concrete Pipe Company are pre-qualified for precast box culverts. G & H Redi-Mix and REDI-ROCK are pre-qualified precast block manufacturers. Manufacturers wishing to be pre-qualified shall submit quality control/quality assurance practices, current certifications, and capabilities of providing size and quantity of materials required for project within project schedule.

A cast-in-place connection to existing stormwater systems is required as specified in the plans. All precast elements shall be designed as specified herein.

2. MATERIALS

2.1 Reinforced Concrete Pipe:

2.1.1 Pipe: RCP shall be designed and manufactured to meet AASHTO Designation M170 (ASTM C-76) Class III. Pipe lengths shall be a minimum of four feet, except for closure sections.

2.1.2 Joints: Pipe joints shall be tongue and groove with preformed pliable mastic joint compounds. Compounds shall conform to AASHTO 198, Type B. Pipe with bell and spigot joints, where specified, shall conform to AASHTO M-198-75.

2.2 Precast Reinforced Concrete Boxes: Precast boxes shall be designed and manufactured to meet ASTM C-789 and C-850 and/or AASHTO M-259 and M-273. Precast box culverts shall be designed to meet HL-93/HS20-44 loading. Precast boxes under railroad must also be designed to meet Cooper E-80 Live Load.

2.2.1 Surfaces and boxes shall be smooth and free of honeycomb and exposed steels. Pre-inspection of boxes at the plant may be required by the Engineer.

2.3 Ferrous Castings: All castings, including manhole rings, covers, curb inlets, gratings, frames, steps, and appurtenances shall conform to AASHTO Specification M105, Class 35B, (ASTM A48) for gray iron castings. Ductile iron castings shall conform to ASTM A536, Grade 60-40-18.

2.4 Precast Portland Cement Concrete Drainage Structures: Structure sections shall be designed, manufactured, and tested in accordance with AASHTO Specification M-199 (ASTM C478). Coatings, when specified, shall conform to AASHTO M224 for coal tar enamel, factory applied to achieve a 30 mil dry film thickness. Joint compound shall be pliable Type B AASHTO M198 plastic materials.

2.5 Precast Concrete Retaining Wall Blocks: Blocks shall be designed and manufactured to retain backfill material as called for on the plans and shall have an approved stone look finish.

3. SUBMITTALS

3.1 The Contractor shall provide to the Engineer/Architect six (6) copies of Letters of Certification from the manufacturer of precast concrete structures, steel reinforcing bars, pipe, fittings, gaskets, ferrous metal castings, and incidental elements of materials certifying that materials provided were manufactured in accordance with prevailing specifications and that all materials and manufacturing provided will meet or

exceed standards of quality set forth in those specifications. Submittals shall also include the proposed alternate for constructing the top slab including all structural calculations if precast or combination precast and cast in place is used.

3.2 Structural calculations for all precast structures sealed by a registered Professional Engineer in the State of Missouri, shall be submitted for approval.

3.3 Material testing information shall be submitted when requested by the Engineer.

4. INSTALLATION

4.1 Laying Storm Sewer Pipe:

4.1.1 Pipe shall be laid using a laser beam or a grade rod that has an iron heel for the invert and notches for the grade line stretched over the sewer.

4.1.2 The alignment of all pipe lines between adjacent structures shall be true to line and grade. The pipe line shall reflect the full bore of the pipe. The pipe section shall be truly centered into the adjacent pipe section at each joint.

4.1.3 At all pipe joints, the bedding shall be excavated sufficiently so that the pipe bell will not rest on the bedding material but all the weight of the pipe shall be evenly distributed along the entire length of the barrel of the pipe.

4.1.4 The flow lines shown on the profile drawings are the internal inverts of the sewer pipelines. The pipes and special fittings shall be laid to true line and grade throughout and all junctions, curves, branches, and other pieces required shall be properly excavated for and laid as shown on the drawings and as directed by the Engineer.

4.1.5 The storm sewer shall be constructed watertight at all points. Any leaks or other defects discovered at any time shall be immediately repaired, or that portion of the sewer shall be rebuilt, if necessary. In all cases, full length joints of pipe shall be used, except in making closures.

4.1.6 In laying the pipe, water shall be removed from the trench to an elevation below flowline while the pipe is being laid. No pipe shall be laid on frozen bedding materials.

4.1.7 The pipe shall not be rolled or dragged across the ground, truck bed, or other length of pipe. No weight should be placed on the pipe joint when the pipe is hauled, handled or stored.

4.1.8 Care shall be taken to insure that the joints of the pipe are clean and free of any foreign material, and be made properly using the jointing materials specified.

4.1.9 The interior of the pipe shall be kept free of superfluous material during construction and removed out after completion.

4.1.10 At the close of each day's work, or when pipe is not being laid, the end of the pipe shall be stopped to prevent access into the pipe. (Not required for boxes.)

4.1.11 Any pipe which settles or which is not in true alignment shall be taken up and relaid by the Contractor without cost to the Owner.

4.2 Infiltration: Materials used for sewer pipe joints shall have satisfactory records for preventing infiltration. Leakage or infiltration in the case of wet trenches shall not be permitted to exceed 200 gallons per inch of pipe diameter per mile per day for any section of the system as determined by flow measurement in the pipe.

4.3 Testing: Hydrostatic testing will not be required. However, the Contractor shall use materials as specified herein and use good construction methods and workmanship for an in-place storm sewer that functions as intended.

4.4 Installation of Drainage Structures:

4.4.1 Size and Location: Units of the various types shall be constructed at the locations and to dimensions indicated on the drawings.

4.4.2 Joints: The joints in the sections shall be set to produce a watertight joint (concrete blocks excluded) and gap shall not exceed manufacturer's recommendation. All excessive gaps shall be repaired as directed by the Engineer's on-site representative.

4.4.3 Pipe Connections: Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections and shall be nearly flush with the inside surface of the wall the distance shown on the drawing. Concrete pipe collars as specified in the plans shall be constructed where pipes cannot be extended into walls. Grout shall be so placed around the pipes to provide full continuous contact between the gasket and the outside of the pipe, to prevent leakage and to form a neat connection. Specified gaskets shall be provided in all precast bases. Pipes through the concrete blocks shall be constructed in a neat manner and shall meet the approval of the Engineer and/or inspector.

4.4.4 Inverts: Invert shall be smooth and filleted in shapes conforming to the inside of the bottom section.

4.4.5 Lifting Holes: All lifting holes shall be thoroughly wetted and completely filled with non-shrinking grout to form a watertight seal or plugged with approved material.

4.4.6 Castings: All castings, frames, and covers shall be set true to line and to correct elevation upon a full bed of mortar. The unit shall not be disturbed until the mortar or concrete has hardened to adequate strength. Frames and covers shall have true common bearing surfaces, such that the covers will seat firmly without rocking or shifting.

4.4.7 Cleaning: All new structures shall be cleaned of silt, debris, nails, screws, or foreign matter of any kind.

4.4.8 Contractor shall insure that the unit shown on the drawing shall generally be constructed plumb. In some cases, it may be beneficial to tilt the base of an inlet structure slightly to allow castings, frames, and covers to match finished line and grade requirements.

5. MEASUREMENT AND PAYMENT

5.1 Measurement: Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Pipe and boxes shall be measured per lineal foot for each internal size along the geometrical center of the pipe or box. Concrete structures shall be measured per each type specified.

5.1.1 All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations.

5.2 Payment: Pipe and boxes shall be paid for complete and in place per lineal foot for each internal size. Concrete structures shall be paid per each type specified, complete with grates, inlet elements, and in place. Pipe tees and elbows shall be paid for complete and in place per each type specified. Pipe connections shall be paid for complete and in place per the lump sum price as specified in the Bid Schedule. Payment for each item shall include all work to trench, excavate, backfill, furnish, construct, and install drainage structures for a complete and in place stormwater system.



December 8, 2023

David Kennedy, City Manager
City of Neosho
203 E Main Street
Neosho, MO 64850

RE: Stratford & Freeman Road Stormwater Improvements, CDBG 2019-DP-07
Recommendation of Award
Neosho, MO

Dear Mr. Kennedy:

We have reviewed the five (5) bids received December 7, 2023 for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The total on the enclosed Tabulation of Bids shows the amounts of the submitted bids.

It is the recommendation of this office that the City award the contract to Jeff Asbell Excavating & Trucking, Inc. from Carl Junction, Missouri. This recommendation is predicated upon the following:

1. Jeff Asbell Excavating & Trucking, Inc. is the low responsive, responsible bidder with a Base bid plus Additive in the amount of \$1,916,634.54.
2. A recent conversation with a representative for Jeff Asbell Excavating & Trucking, Inc. suggests that they are comfortable with the submitted bid.
3. Our experience with projects performed by Jeff Asbell Excavating & Trucking, Inc. suggests that they are capable of performing the work as stated in the plans and specifications.
4. Jeff Asbell Excavating & Trucking, Inc. has submitted all required documentation.

The project was bid with a Base Bid plus an Additive Bid for sidewalk, and an Alternate Bid for pavement repair. An evaluation of the bid tabulation suggests that acceptance of the Alternate Bid for pavement replacement will yield a lower cost and allow the entire pavement along Stratford to be replaced thus providing a desirable alternative when compared to pavement repair.

The total of the Base Bid plus Additive plus Alternate Bid is in the amount of \$1,915,659.59. It is the recommendation of this office to accept the Additive and Alternate Bids. If the City concurs with this recommendation, please sign each copy of this letter below as indicated and return one copy to this office. Pursuant to our discussions, we will email a copy of the draft construction contract for Jeff Asbell Excavation & Trucking, Inc. for the City's review and consideration.

If you have any questions, please call.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Michael Atkinson, P.E.
Vice President

Accepted,

CITY OF NEOSHO, MISSOURI

David Kennedy,
City Manager

Enclosures: Bid Tabulations

Project: Stratford & Freeman Road Stormwater Improvements
Location: Neosho, MO
Bid Date: 12/7/2023 2:00 PM
Engineers Estimate: \$2,148,398.93
Engineers: Michael Atkinson, P.E., and Alec McDonald, E.I.

BASE BID				Jeff Asbell Excavating & Trucking, Inc. Carl Junction, MO		Branco Enterprises, Inc. Neosho, MO		Elements Construction Concepts Joplin, MO		Shoemaker & Sons Construction Joplin, MO		Dirks Heavy Contractors, LLC Butler, MO	
Item No.	Description	Unit		Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
2	Removal of Existing Improvements	1	LS	\$ 26,706.23	\$ 26,706.23	\$ 27,500.00	\$ 27,500.00	\$ 133,000.00	\$ 133,000.00	\$ 68,250.00	\$ 68,250.00	\$ 49,795.00	\$ 49,795.00
2	Linear Grading	16.5	STA	\$ 1,106.02	\$ 18,249.33	\$ 2,000.00	\$ 33,000.00	\$ 1,000.00	\$ 16,500.00	\$ 525.00	\$ 8,662.50	\$ 17,962.00	\$ 17,962.00
3	Paved Ditch (6" Thick Including Toe Walls)	38	SY	\$ 130.71	\$ 4,966.98	\$ 140.00	\$ 5,320.00	\$ 200.00	\$ 7,600.00	\$ 228.65	\$ 8,688.70	\$ 218.00	\$ 8,284.00
4	Remove & Replace Rollback Concrete Curb and Gutter	684	LF	\$ 48.82	\$ 33,392.88	\$ 39.00	\$ 26,676.00	\$ 45.00	\$ 30,780.00	\$ 65.50	\$ 44,802.00	\$ 68.00	\$ 46,512.00
5	Cold Mill (8' Wide)*	324	LF	\$ 24.07	\$ 7,798.68	\$ 3.00	\$ 972.00	\$ 25.00	\$ 8,100.00	\$ 24.64	\$ 7,983.36	\$ 26.50	\$ 8,586.00
6	8" Barrier Curb & Gutter	485	LF	\$ 47.44	\$ 23,008.40	\$ 35.00	\$ 16,975.00	\$ 50.00	\$ 24,250.00	\$ 65.50	\$ 31,767.50	\$ 61.00	\$ 29,585.00
7a	Concrete Pavement Replacement (Freeman Road)	268	SY	\$ 80.98	\$ 21,702.64	\$ 83.00	\$ 22,244.00	\$ 90.00	\$ 24,120.00	\$ 94.90	\$ 25,433.20	\$ 115.00	\$ 30,820.00
7b	Concrete Pavement Replacement (Stratford Road)*	1723	SY	\$ 83.38	\$ 143,663.74	\$ 120.00	\$ 206,760.00	\$ 85.00	\$ 146,455.00	\$ 94.90	\$ 163,512.70	\$ 115.00	\$ 198,145.00
8	Reestablish Pavement Markings	1	LS	\$ 859.73	\$ 859.73	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00	\$ 7,500.00	\$ 250.00	\$ 250.00	\$ 2,960.00	\$ 2,960.00
9	Concrete Driveways (Stratford Road)	307	SY	\$ 126.87	\$ 38,949.09	\$ 120.00	\$ 36,840.00	\$ 130.00	\$ 39,910.00	\$ 125.25	\$ 38,451.75	\$ 113.00	\$ 34,691.00
10	Concrete Driveways (Freeman Road)	292	SY	\$ 129.34	\$ 37,767.28	\$ 120.00	\$ 35,040.00	\$ 130.00	\$ 37,960.00	\$ 125.25	\$ 36,573.00	\$ 113.00	\$ 32,996.00
11	Type 2 Rock Blanket	72	SY	\$ 64.02	\$ 4,609.44	\$ 43.00	\$ 3,096.00	\$ 75.00	\$ 5,400.00	\$ 115.50	\$ 8,316.00	\$ 29.00	\$ 2,088.00
12	2'X4'X2.5' Precast Junction Box	1	EA	\$ 4,172.84	\$ 4,172.84	\$ 3,680.00	\$ 3,680.00	\$ 3,500.00	\$ 3,500.00	\$ 5,775.00	\$ 5,775.00	\$ 5,953.00	\$ 5,953.00
13	24" Pipe To 2'X6" Connection	1	EA	\$ 3,798.11	\$ 3,798.11	\$ 4,650.00	\$ 4,650.00	\$ 3,700.00	\$ 3,700.00	\$ 1,100.00	\$ 1,100.00	\$ 4,552.00	\$ 4,552.00
14	3'X5' To 2'X6' Connection/Transition	1	LS	\$ 4,042.49	\$ 4,042.49	\$ 7,400.00	\$ 7,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,510.00	\$ 4,510.00	\$ 7,974.00	\$ 7,974.00
15	3'X5' Box Culvert Elbow	1	EA	\$ 6,561.26	\$ 6,561.26	\$ 7,450.00	\$ 7,450.00	\$ 7,000.00	\$ 7,000.00	\$ 7,035.00	\$ 7,035.00	\$ 9,254.00	\$ 9,254.00
16	3'X6' Box Culvert Elbow	1	EA	\$ 6,839.02	\$ 6,839.02	\$ 7,450.00	\$ 7,450.00	\$ 9,000.00	\$ 9,000.00	\$ 7,035.00	\$ 7,035.00	\$ 8,412.00	\$ 8,412.00
17	7' x 13' Junction Box	1	EA	\$ 28,125.50	\$ 28,125.50	\$ 42,100.00	\$ 42,100.00	\$ 20,000.00	\$ 20,000.00	\$ 28,715.80	\$ 28,715.80	\$ 34,135.00	\$ 34,135.00
18	Type S1 Inlet (3'x2')	5	EA	\$ 4,802.86	\$ 24,014.30	\$ 5,350.00	\$ 26,750.00	\$ 5,000.00	\$ 25,000.00	\$ 6,615.00	\$ 33,075.00	\$ 6,720.00	\$ 33,600.00
19	Type S1 Inlet (5'x3')	1	EA	\$ 6,545.30	\$ 6,545.30	\$ 6,800.00	\$ 6,800.00	\$ 6,500.00	\$ 6,500.00	\$ 8,400.00	\$ 8,400.00	\$ 8,222.00	\$ 8,222.00
20	Type S2 Inlet (5'X3')	1	EA	\$ 7,178.00	\$ 7,178.00	\$ 7,200.00	\$ 7,200.00	\$ 7,000.00	\$ 7,000.00	\$ 9,450.00	\$ 9,450.00	\$ 8,624.00	\$ 8,624.00
21	Precast Drop Inlet W/ 2'x2' Curved Vane Grate	6	EA	\$ 3,556.37	\$ 21,338.22	\$ 3,850.00	\$ 23,100.00	\$ 4,000.00	\$ 24,000.00	\$ 5,460.00	\$ 32,760.00	\$ 5,313.00	\$ 31,878.00
22	Precast 8'x4' Curb Inlet	11	EA	\$ 5,587.04	\$ 61,457.44	\$ 6,050.00	\$ 66,550.00	\$ 6,000.00	\$ 66,000.00	\$ 7,400.00	\$ 81,400.00	\$ 5,489.00	\$ 60,379.00
23	Precast Drop Inlet W/ Neenah R-3295-2 (L Grate)	1	EA	\$ 5,875.84	\$ 5,875.84	\$ 5,100.00	\$ 5,100.00	\$ 5,000.00	\$ 5,000.00	\$ 6,720.00	\$ 6,720.00	\$ 7,016.00	\$ 7,016.00
24	Precast Drop Inlet W/ Neenah R-3295-1 (L Grate)	1	EA	\$ 5,150.08	\$ 5,150.08	\$ 4,410.00	\$ 4,410.00	\$ 4,500.00	\$ 4,500.00	\$ 6,510.00	\$ 6,510.00	\$ 6,292.00	\$ 6,292.00
25	15" Class III Reinforced Concrete Pipe	406	LF	\$ 83.72	\$ 33,990.32	\$ 94.00	\$ 38,164.00	\$ 95.00	\$ 38,570.00	\$ 94.50	\$ 38,367.00	\$ 106.00	\$ 43,036.00
26	24" Class III Reinforced Concrete Pipe	130	LF	\$ 88.56	\$ 11,512.80	\$ 110.00	\$ 14,300.00	\$ 100.00	\$ 13,000.00	\$ 127.05	\$ 16,516.50	\$ 122.00	\$ 15,860.00
27	23" x 14" Class III Reinforced Concrete Elliptical Pipe	30	LF	\$ 162.91	\$ 4,887.30	\$ 130.00	\$ 3,900.00	\$ 120.00	\$ 3,600.00	\$ 308.70	\$ 9,261.00	\$ 140.00	\$ 4,200.00
28	23" x 14" Concrete Flared End Section, Inc. Trenching, Bedding, Backfill	1	EA	\$ 1,599.02	\$ 1,599.02	\$ 1,320.00	\$ 1,320.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 2,691.00	\$ 2,691.00
29	48" Class III Reinforced Concrete Pipe	31	LF	\$ 256.09	\$ 7,938.79	\$ 230.00	\$ 7,130.00	\$ 200.00	\$ 6,200.00	\$ 435.75	\$ 13,508.25	\$ 561.00	\$ 17,391.00
30	2'x6' Reinforced Concrete Box Culvert	262	LF	\$ 620.04	\$ 162,450.48	\$ 527.00	\$ 138,074.00	\$ 575.00	\$ 150,650.00	\$ 584.32	\$ 153,091.84	\$ 803.00	\$ 210,386.00
31	3'x5' Reinforced Concrete Box Culvert	462	LF	\$ 680.87	\$ 314,561.94	\$ 546.00	\$ 252,252.00	\$ 600.00	\$ 277,200.00	\$ 716.62	\$ 331,078.44	\$ 814.00	\$ 376,068.00
32	3'x6' Reinforced Concrete Box Culvert	646	LF	\$ 658.36	\$ 425,300.56	\$ 630.00	\$ 406,980.00	\$ 730.00	\$ 471,580.00	\$ 760.72	\$ 491,425.12	\$ 855.00	\$ 552,330.00
33	8'-10' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	108	LF	\$ 80.08	\$ 8,648.64	\$ 77.00	\$ 8,316.00	\$ 70.00	\$ 7,560.00	\$ 85.00	\$ 9,180.00	\$ 80.00	\$ 8,640.00
34	10'-12' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	371	LF	\$ 67.27	\$ 24,957.17	\$ 85.00	\$ 31,535.00	\$ 75.00	\$ 27,825.00	\$ 85.00	\$ 31,535.00	\$ 90.00	\$ 33,390.00
35	10'-12' Deep Trench & Backfill for 10" Dia. Gravity Sewer Pipe	214	LF	\$ 72.83	\$ 15,585.62	\$ 88.00	\$ 18,832.00	\$ 80.00	\$ 17,120.00	\$ 95.00	\$ 20,330.00	\$ 105.00	\$ 22,470.00
36	Pressure Testing and Deflection Testing of 8" Dia. Gravity Sewer Piper, Complete	479	LF	\$ 2.30	\$ 1,101.70	\$ 9.00	\$ 4,311.00	\$ 5.00	\$ 2,395.00	\$ 10.00	\$ 4,790.00	\$ 2.50	\$ 1,197.50
37	Pressure Testing and Deflection Testing of 10" Dia. Gravity Sewer Piper, Complete	214	LF	\$ 4.22	\$ 903.08	\$ 9.00	\$ 1,926.00	\$ 5.00	\$ 1,070.00	\$ 15.00	\$ 3,210.00	\$ 2.50	\$ 535.00
38	8" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	479	LF	\$ 41.59	\$ 19,921.61	\$ 53.00	\$ 25,387.00	\$ 30.00	\$ 14,370.00	\$ 60.00	\$ 28,740.00	\$ 38.00	\$ 18,202.00
39	10" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	214	LF	\$ 89.25	\$ 19,099.50	\$ 70.00	\$ 14,980.00	\$ 35.00	\$ 7,490.00	\$ 70.00	\$ 14,980.00	\$ 42.00	\$ 8,988.00
40	Reconnection of Existing 6" Sewer Laterals & Taps (Including up to 15 LF of pipe)	13	EA	\$ 1,066.62	\$ 13,866.06	\$ 3,750.00	\$ 48,750.00	\$ 3,500.00	\$ 45,500.00	\$ 2,800.00	\$ 36,400.00	\$ 2,250.00	\$ 29,250.00
41	TYPE I, 48" Diameter Precast Manholes (7.5 ft standard depth)	6	EA	\$ 5,872.83	\$ 35,236.98	\$ 5,500.00	\$ 33,000.00	\$ 6,000.00	\$ 36,000.00	\$ 8,500.00	\$ 51,000.00	\$ 7,679.00	\$ 46,074.00
42	TYPE I, 48" Diameter Extra Depth, complete & In Place	13	FT	\$ 571.55	\$ 7,430.15	\$ 250.00	\$ 3,250.00	\$ 250.00	\$ 3,250.00	\$ 1,300.00	\$ 16,900.00	\$ 414.00	\$ 5,382.00
43	TYPE I, 48" Diameter Manhole Testing	6	EA	\$ 284.91	\$ 1,709.46	\$ 280.00	\$ 1,680.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00
44	Connection to Existing Manholes	1	EA	\$ 855.45	\$ 855.45	\$ 1,760.00	\$ 1,760.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,125.00	\$ 1,125.00
45	Water Service Line Relocation, Complete & In Place	608	LF	\$ 59.93	\$ 36,437.44	\$ 43.00	\$ 26,144.00	\$ 100.00	\$ 60,800.00	\$ 37.00	\$ 22,496.00	\$ 39.50	\$ 24,016.00

46	Water Line Relocation 6" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill,	91	LF	\$	132.11	\$	12,022.01	\$	130.00	\$	11,830.00	\$	200.00	\$	18,200.00	\$	90.00	\$	8,190.00	\$	148.00	\$	13,468.00
47	Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	67	LF	\$	203.90	\$	13,661.30	\$	200.00	\$	13,400.00	\$	250.00	\$	16,750.00	\$	100.00	\$	6,700.00	\$	238.50	\$	15,979.50
48	Water Line Relocation 8" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill,	46	LF	\$	252.67	\$	11,622.82	\$	290.00	\$	13,340.00	\$	350.00	\$	16,100.00	\$	110.00	\$	5,060.00	\$	365.00	\$	16,790.00
49	Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	16	LF	\$	671.24	\$	10,739.84	\$	900.00	\$	14,400.00	\$	850.00	\$	13,600.00	\$	130.00	\$	2,080.00	\$	819.00	\$	13,104.00
50	Water Line Relocation 10" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	1	LS	\$	6,237.32	\$	6,237.32	\$	6,600.00	\$	6,600.00	\$	20,000.00	\$	20,000.00	\$	6,500.00	\$	6,500.00	\$	6,500.00	\$	6,500.00
51	Water Line Relocation 16" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	1	LS	\$	5,061.67	\$	5,061.67	\$	9,870.00	\$	9,870.00	\$	15,000.00	\$	15,000.00	\$	4,042.50	\$	4,042.50	\$	12,000.00	\$	12,000.00
52	Erosion Control	1	LS	\$	4,298.66	\$	4,298.66	\$	11,280.00	\$	11,280.00	\$	5,000.00	\$	5,000.00	\$	15,400.00	\$	15,400.00	\$	7,698.00	\$	7,698.00
53	Traffic Control	1650	LF	\$	8.87	\$	14,635.50	\$	16.50	\$	27,225.00	\$	10.00	\$	16,500.00	\$	5.00	\$	8,250.00	\$	2.50	\$	4,125.00
54	Topsoil, Seeding, Fertilizing, and Mulching	1	LS	\$	10,746.64	\$	10,746.64	\$	11,000.00	\$	11,000.00	\$	15,000.00	\$	15,000.00	\$	11,000.00	\$	11,000.00	\$	8,000.00	\$	8,000.00
55	Type A Surface Restoration	1	LS	\$	9,027.18	\$	9,027.18	\$	96,200.00	\$	96,200.00	\$	228,000.00	\$	228,000.00	\$	248,600.00	\$	248,600.00	\$	48,000.00	\$	48,000.00
56	Construction Staking	1	LS	\$	79,969.66	\$	79,969.66	\$	170,000.00	\$	17,000.00	\$	65,000.00	\$	65,000.00	\$	51,512.00	\$	51,512.00	\$	170,000.00	\$	170,000.00
57	2'x6' Box Culvert Elbow	1	EA	\$	6,738.08	\$	6,738.08	\$	2,000.00	\$	2,000.00	\$	10,000.00	\$	10,000.00	\$	6,825.00	\$	6,825.00	\$	8,057.00	\$	8,057.00
58	Additional Concrete for Variable Gutter Pan Width (Freeman Road)	30	SY	\$	87.84	\$	2,635.20	\$	54.00	\$	1,620.00	\$	75.00	\$	2,250.00	\$	49.50	\$	1,485.00	\$	53.00	\$	1,590.00
BASE BID TOTAL				\$		1,882,162.77		\$		1,951,419.00		\$		2,299,355.00		\$		2,351,205.16		\$		2,438,258.00	

Additive Bid A

Item				Extended		Extended		Extended		Extended		Extended	
No.	Description	Unit		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
59	5' Wide Sidewalk (4" Thick)	275	SY	\$ 96.89	\$ 26,644.75	\$ 62.00	\$ 17,050.00	\$ 75.00	\$ 20,625.00	\$ 127.25	\$ 34,993.75	\$ 188.00	\$ 51,700.00
60	Perpendicular ADA Ramp	2	EA	\$ 3,468.41	\$ 6,936.82	\$ 1,320.00	\$ 2,640.00	\$ 1,500.00	\$ 3,000.00	\$ 4,322.50	\$ 8,645.00	\$ 4,264.00	\$ 8,528.00
61	Truncated Domes	20	SF	\$ 44.51	\$ 890.20	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 44.00	\$ 880.00	\$ 47.50	\$ 950.00
ADDITIVE TOTAL				\$ 34,471.77		\$ 20,290.00		\$ 24,625.00		\$ 44,518.75		\$ 61,178.00	

TOTAL BASE BID AND ADDITIVE BID A				\$		1,916,634.54		\$		1,971,709.00		\$		2,323,980.00		\$		2,395,723.91		\$		2,499,436.00	
-----------------------------------	--	--	--	----	--	--------------	--	----	--	--------------	--	----	--	--------------	--	----	--	--------------	--	----	--	--------------	--

Alternate Bid 1

Item				Extended		Extended		Extended		Extended		Extended	
No.	Description		Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
62	Full Depth Pavement Repair along Stratford Rd.	2935	SY	\$ 48.46	\$ 142,230.10	\$ 55.00	\$ 161,425.00		\$ 193,710.00	\$ 53.47	\$ 156,934.45	\$ 67.50	\$ 198,112.50
63	Geogrid	2981	SY	\$ 2.77	\$ 8,257.37	\$ 8.00	\$ 23,848.00		\$ 14,905.00	\$ 6.83	\$ 20,360.23	\$ 7.50	\$ 22,357.50
ALTERNATE TOTAL				\$ 150,487.47		\$ 185,273.00		\$ 208,615.00		\$ 177,294.68		\$ 220,470.00	

* Denotes Bid Items to be removed in place of Alternate Bid 1

** Denotes Mathematical Error

This is to certify that at 2:00 pm on December 7, 2023 at City Hall in Neosho, MO, the bids were publiclv opened. read aloud. and the above totals are correct as to the additions.



By _____
Michael Atkinson, P.E.
Vice President

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement for Construction Services with Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation, for the purpose of providing construction services related to stormwater improvements in the area of Stratford Place and Freeman Road for the not to exceed price of One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement for Construction Services by and between the City of Neosho, Missouri, and Jeff Asbell Excavating & Trucking, Inc., a Missouri Corporation, for the purpose of providing construction services related to stormwater improvements in the area of Stratford Place and Freeman Road for the not to exceed price of One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

CONTRACT

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

City of Neosho, Missouri
(Corporate Name and Owner)

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

Jeff Asbell Excavating & Trucking, Inc.

~~STRIKE OUT~~ (a corporation) ~~(a partnership)~~
~~INAPPLICABLE*~~ (an individual doing business as _____) of _____
County of Jasper and State of Missouri,
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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description:

Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

Summary

Description	Amount
Base Bid	\$1,882,162.77
Additive Bid	34,471.77
Alternate Bid	150,487.47
Bid Item 5 (Deduct)	(7,798.68)
Bid Item 7b (Deduct)	(143,663.74)
Total Contract Amount	\$1,915,659.59

Hereinafter called the project, for the sum of **One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59)** 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 **One Hundred Eighty (150) consecutive calendar days for the Base Bid and Five (5) consecutive calendars for the Additive Bid thereafter.** The Contractor further agrees to pay, as liquidated damages, the sum of **\$900.00** 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 three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

City of Neosho, Missouri
(Owner)

(Secretary)

By _____

(Witness)
(Seal)

Name & Title (Typed or Printed)

Jeff Asbell Excavating & Trucking, Inc.
(Contractor)

(Secretary)

By _____

(Witness)

(Title)

9400 State Highway 171, Carl Junction, MO
64834
(Address and Zip Code)

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

NOTICE OF AWARD

TO: Jeff Asbell Excavating & Trucking, Inc.

9400 State Highway 171

Carl Junction, MO 64834

Description: Stratford and Freeman Rd. Stormwater Improvements

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated December 7, 2023, and Information for Bidders.

You are hereby notified that your BID in the total amount of **One Million Nine Hundred Fifteen Thousand Six Hundred Fifty Nine and 59/100 Dollars (\$1,915,659.59)** has been accepted for the Project.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within fourteen (14) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fourteen (14) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2023.

CITY OF NEOSHO, MISSOURI

By /s/ David Kennedy

Title City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Jeff Asbell Excavating & Trucking, Inc.

this the ____ day of _____, 2023

By: _____

Signature: _____

Title: _____

**CONTRACT DOCUMENTS
AND SPECIFICATIONS
FOR
STRATFORD & FREEMAN RD
STORMWATER IMPROVEMENTS
NEOSHO, MISSOURI**

COMMUNITY DEVELOPMENT BLOCK GRANT 2019-DP-07

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

OCTOBER 2023



**PREPARED BY
ALLGEIER, MARTIN AND ASSOCIATES, INC.
Consulting Engineers
Joplin, Missouri**

Table of Contents

Advertisement for Bids	1
Information for Bidders	2
CDBG Bonding and Insurance Requirements	6
Bid Bond	7
Bid for Unit Price Contracts	8
Bidder Qualifications	13
Certification of Bidder Regarding Equal Employment Opportunity	15
Certificate of Contemplated Minority, Women, and Section 3 and Business Utilization	16
Section 3 Intent to Comply	19
Certification by Proposed Subcontractor Regarding Equal Employment Opportunity	21
Anti-Lobbying Certification	22
Performance Bond	24
Payment Bond	26
Contract	29
Notice to Proceed	31
Certificate of Owner's Attorney	32
Engineer/Consultant's Certification for Acceptance and Final Payment	33
CDBG General Conditions	34
Affidavit Section 285.530, Revised Statutes of Missouri	60
Federal Labor Standards Provisions (HUD-4010)	61
HUD Supplemental Conditions	66
Appendix 1 Summary of Civil rights Laws, Executive Orders, and Regulations	76
Section 3 Frequently Asked Questions	FAQS
Supplemental General Conditions	78

DIVISION 1 - GENERAL REQUIREMENTS

Summary of Work	01 11 00
Incidental And Miscellaneous Items	01 11 13
Price and Payment Procedures	01 20 00
Submittals	01 33 00
Special Project Requirements	01 35 00
Regulatory Requirements	01 41 00
Testing Laboratory Services for Quality Control	01 45 29
Traffic Control	01 55 26

Construction Surveying	01 70 23.16
Mobilization	01 71 13
Cleaning	01 74 16
Specified Material and Equipment	01 87 13
 DIVISION 2 – EXISTING CONDITIONS	
Removal of Existing Improvements	02 41 00
 DIVISION 3 – CONCRETE	
Concrete Formwork	03 11 00
Concrete Reinforcement	03 20 00
Cast-In-Place Concrete	03 31 00
Cold Weather Concreting Procedures	03 39 01
Hot Weather Concreting Procedures	03 39 02
 DIVISION 31 – EARTHWORK	
Tree Removal, Clearing, And Grubbing	31 10 00
Finish Grading	31 22 19
Subgrade Compaction	31 23 13
Dewatering	31 23 19
Granular Stone Bedding and Backfill	31 23 23.13
Compaction Control and Testing	31 23 23.23
Trenching, Backfilling and Compacting	31 23 33
Structure Excavation, Trenching, And Backfilling	31 23 33.16
Erosion Control	31 25 00
Earthwork	31 30 00
Shoring	31 40 00
 DIVISION 32 – EXTERIOR IMPROVEMENTS	
Roadway Surface Replacement	32 01 10
Granular Stone Base	32 11 23
Bituminous Pavement	32 12 16
Pavement Markings	32 17 23
Surface Restoration	32 33 00

Seeding, Fertilizing, Liming and Mulching	32 92 19
DIVISION 33 – UTILITIES	
Plastic Pipe and Fittings	33 05 31
Concrete Manholes	33 05 61
Water Supply Piping System	33 10 00
Valves, Hydrants and Accessories for Water Utility Service	33 14 19
Sanitary Sewer Systems	33 31 11
Sewer Flow and Diversion Control	33 37 00
Storm Water Drainage	33 44 00

ADVERTISEMENT FOR BIDS

Project No.: 2019-DP-07

Owner: City of Neosho, Missouri 203 E. Main Street, Neosho, MO 64850

Separate sealed bids endorsed "Proposal" for construction of **Stratford and Freeman Rd. Stormwater Improvements** will be received by the City until 1:30 P.M., November 29, 2023, Local Time at the City Clerk's Office of the City of Neosho located at 203 E. Main Street, Neosho, Missouri, 64850, and at that time will be publicly opened and read aloud.

Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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:

Neosho City Hall located at 203 E. Main Street, Neosho, MO 64850

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. 8789448. Digital download cost is \$30.00 which may be paid online via a credit card. Hard copies 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 Michael Atkinson, P.E. at (417)680-7200, 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 Neosho 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 90 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: October 31, 2023 Neosho, Missouri
/s/ David Kennedy, City Manager

"EQUAL OPPORTUNITY EMPLOYER"

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The City of Neosho (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 Neosho at the office OF City Hall until 1:30 P.M. (prevailing local time) on November 29, 2023, and at that time will be publicly opened. The envelopes containing the bids must be sealed, address to the City of Neosho at 203 E. Main Street, Neosho, MO 64850 and designated as bid for Stratford and Freeman Rd. Stormwater 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 Ninety (90) 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 as indicated hereafter. Bidder must agree also to pay as liquidated damages, the sum of \$900 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

CONTRACT TIME	
Base Bid	150 Consecutive Calendar Days
Additive Bid	5 Additional Consecutive Calendar Days

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 Michael Atkinson, P.E. at 7231 E. 24th Street, Joplin, MO 64804 or michael.atkinson@amce.com 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 and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, 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. 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 Neosho, 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 Neosho for Stratford and Freeman Rd.
Stormwater 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 Neosho, MO, City Hall, 203 E. Main Street, Neosho, MO 64850

Date November 29, 2023

Project No. 2019-DP-07

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 Neosho, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Stratford and Freeman Rd. Stormwater 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 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$900.00 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 _____ (\$ _____)

Alternates, both additive and deductive (if applicable), must be taken in the numerical order in which they are listed.

ADDITIVE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for 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:

BASE BID					
Line Item	Item Description	Quantity	UofM	Unit Price	Extension
1	Removal of Existing Improvements	1	LS	\$	\$
2	Linear Grading	16.5	STA	\$	\$
3	Paved Ditch (6" Thick Including Toe Walls)	38	SY	\$	\$
4	Remove & Replace Rollback Concrete Curb and Gutter	684	LF	\$	\$
5	Cold Mill (8' Wide)	324	LF	\$	\$
6	8" Barrier Curb & Gutter	485	LF	\$	\$
7	Asphalt/Concrete Pavement Replacement	2046	SY	\$	\$
8	Reestablish Pavement Markings	1	LS	\$	\$
9	Concrete Driveways (Stratford Road)	307	SY	\$	\$
10	Concrete Driveways (Freeman Road)	292	SY	\$	\$
11	Type 2 Rock Blanket	72	SY	\$	\$
12	2'X4'X2.5' Precast Junction Box	1	EA	\$	\$
13	24" Pipe To 2'X6" Connection	1	EA	\$	\$
14	3'X5' To 2'X6' Connection/Transition	1	LS	\$	\$
15	3'X5' Box Culvert Elbow	1	EA	\$	\$
16	3'X6' Box Culvert Elbow	1	EA	\$	\$
17	7' x 13' Junction Box	1	EA	\$	\$
18	Type S1 Inlet (3'x2')	5	EA	\$	\$
19	Type S1 Inlet (5'x3')	1	EA	\$	\$
20	Type S2 Inlet (5'X3')	1	EA	\$	\$
21	Precast Drop Inlet W/ 2'x2' Curved Vane Grate	6	EA	\$	\$
22	Precast 8'x4' Curb Inlet	11	EA	\$	\$
23	Precast Drop Inlet W/ Neenah R-3295-2 (L Grate)	1	EA	\$	\$
24	Precast Drop Inlet W/ Neenah R-3295-1 (L Grate)	1	EA	\$	\$
25	15" Class III Reinforced Concrete Pipe	406	LF	\$	\$
26	24" Class III Reinforced Concrete Pipe	130	LF	\$	\$
27	23" x 14" Class III Reinforced Concrete Elliptical Pipe	30	LF	\$	\$
28	23" x 14" Concrete Flared End Section, Inc. Trenching, Bedding, Backfill	1	EA	\$	\$
29	48" Class III Reinforced Concrete Pipe	31	LF	\$	\$
30	2'x6' Reinforced Concrete Box Culvert	262	LF	\$	\$
31	3'x5' Reinforced Concrete Box Culvert	462	LF	\$	\$
32	3'x6' Reinforced Concrete Box Culvert	646	LF	\$	\$
33	8'-10' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	108	LF	\$	\$
34	10'-12' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	371	LF	\$	\$
35	10'-12' Deep Trench & Backfill for 10" Dia. Gravity Sewer Pipe	214	LF	\$	\$

36	Pressure Testing and Deflection Testing of 8" Dia. Gravity Sewer Piper, Complete	479	LF	\$	\$
37	Pressure Testing and Deflection Testing of 10" Dia. Gravity Sewer Piper, Complete	214	LF	\$	\$
38	8" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	479	LF	\$	\$
39	10" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	214	LF	\$	\$
40	Reconnection of Existing 6" Sewer Laterals & Taps (Including up to 15 LF of pipe)	13	EA	\$	\$
41	TYPE I, 48" Diameter Precast Manholes (7.5 ft standard depth)	6	EA	\$	\$
42	TYPE I, 48" Diameter Extra Depth, complete & In Place	13	FT	\$	\$
43	TYPE I, 48" Diameter Manhole Testing	6	EA	\$	\$
44	Connection to Existing Manholes	1	EA	\$	\$
45	Water Service Line Relocation, Complete & In Place	608	LF	\$	\$
46	Water Line Relocation 6" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	91	LF	\$	\$
47	Water Line Relocation 8" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	67	LF	\$	\$
48	Water Line Relocation 10" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	46	LF	\$	\$
49	Water Line Relocation 16" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	16	LF	\$	\$
50	Erosion Control	1	LS	\$	\$
51	Traffic Control	1	LS	\$	\$
52	Topsoil, Seeding, Fertilizing, and Mulching	1	LS	\$	\$
53	Type A Surface Restoration	1650	LF	\$	\$
54	Construction Staking	1	LS	\$	\$
55	Mobilization	1	LS	\$	\$
56	All other Miscellaneous and Incidentals Items Necessary for Completion of the Project	1	LS	\$	\$
BASE BID TOTAL					\$

ADDITIVE BID A					
Line Item	Item Description	Quantity	UofM	Unit Price	Extension
57	5' Wide Sidewalk (4" Thick)	275	SY	\$	\$
58	Perpendicular ADA Ramp	2	EA	\$	\$
59	Truncated Domes	20	SF	\$	\$
ADDITIVE TOTAL					\$

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 and as indicted in the bid schedule.
2	Additive Bid	Sidewalk and ADA facilities.

- b. Contractors are required to include prices for the Base Bid and all Additive bids. Any proposal submitted without the Base Bid and all Additive bids will be considered non-responsive and will be rejected.

III. CONTRACT AWARD DETERMINATION:

- a. The responsive, responsible, low bidder will be determined by considering the Base Bid plus the total of the Additive Bid accepted by the City.
- b. The City may accept or reject the Additive Bid. If the City rejects the Additive Bid, then the responsive, responsible, low bidder for the Base Bid will be considered.
- 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.

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.

(SEAL – if bid is by a corporation)

Respectfully submitted:

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)

- | | | |
|--|---------------------------------------|--------------------------------------|
| ☐ General Contracting | ☐ Electrical | ☐ Plumbing |
| ☐ HVAC | ☐ Demolition | ☐ Earthmoving |
| ☐ Asbestos Abatement | ☐ 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 Neosho, Missouri

203 E. Main Street, Neosho, MO 64850

(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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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 three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST: (SEAL)

Principal

By _____

By _____

(Witness as to Principal)

Name & Title: _____

(Address)

Address: _____

(Surety)

ATTEST: (SEAL)

(Witness as to Surety)

By _____
Attorney-in-Fact

(Address)

(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 Neosho, Missouri

203 E. Main Street, Neosho, MO 64850

(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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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 three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

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 Neosho, 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:

Stratford and Freeman Rd. Stormwater Improvements -Project No.: 2019-DP-07; Project Description: Consisting of approximately 1,800 L.F. of storm sewer, installation of 26 inlets, cast in place junction boxes, 1200 L.F. of curb and gutter, 780 L.F. of sanitary sewer replacement, 6-48" manholes, 2050 S.Y. of pavement replacement, 275 S.Y. of sidewalk, 600 S.Y. of concrete driveways, 220 L.F. of water main relocation, and 608 L.F. of water service relocation. Ancillary items include grading, erosion control and vegetative restoration.

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 One Hundred Eighty (150) consecutive calendar days for the Base Bid and Five (5) consecutive calendars for the Additive Bid thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$900.00 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 three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

City of Neosho, 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 Stratford and Freeman Rd. Stormwater
Improvements

Project No.: 2019-DP-07

City of Neosho, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, 2023, and you are to complete the Base Bid WORK within One Hundred Eighty (150) consecutive calendar days and the Additive Bid Work within Five (5) consecutive calendar days thereafter. The date of completion for the WORK is therefore _____, 20____.

CITY OF NEOSHO, 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 Neosho, 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 Neosho, Missouri
Project No.: 2019-DP-07
Project: Stratford and Freeman Rd. Stormwater 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__.

<u>Michael Atkinson, P.E.</u> (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 services required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the material and laboratory testing 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 Wright 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 Wright 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 be 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 _____)

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

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 #

A. 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.

(1) MINIMUM WAGES

- (i) 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, 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** 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(s), 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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 or September, 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 of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 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 Neosho, 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 – Stratford and Freeman Rd. Stormwater Improvements, Project Number: 2019-DP-07, 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 Stratford and Freeman Rd. Stormwater Improvements, Project Number: 2019-DP-07 in the City of Neosho, 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: _____.

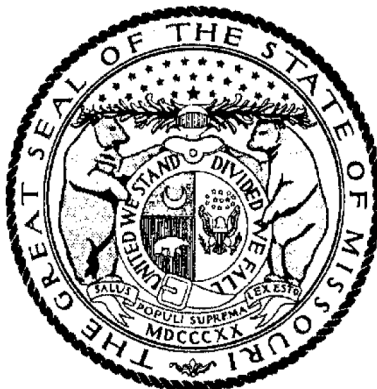
Notary Public

8. STATE OF MISSOURI PREVAILING WAGE DETERMINATION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 073
NEWTON 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 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$27.82
Boilermaker	\$28.27*
Bricklayer	\$50.94
Carpenter	\$43.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$34.46
Plasterer	
Communications Technician	\$28.27*
Electrician (Inside Wireman)	\$47.04
Electrician Outside Lineman	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.27*
Glazier	\$28.27*
Ironworker	\$28.27*
Laborer	\$39.33
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.27*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$45.58
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$28.27*
Plumber	\$49.13
Pipe Fitter	
Roofer	\$41.52
Sheet Metal Worker	\$49.42
Sprinkler Fitter	\$28.27*
Truck Driver	\$28.27*
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
NEWTON County

Section 073

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$28.27*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.27*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.79
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.73
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$28.27*
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

Superseded General Decision Number: MO20220001

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)(2)-(60).

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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	01/06/2023
1	01/27/2023
2	03/03/2023

3	03/17/2023
4	03/24/2023
5	04/14/2023
6	05/19/2023
7	05/26/2023
8	06/16/2023
9	06/30/2023
10	08/18/2023
11	09/08/2023
12	10/13/2023

CARP0002-002 05/01/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 40.34	21.25

CARP0005-006 05/01/2021

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

CARP0011-001 05/01/2022

	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.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.43	19.20
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...	\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN,		

MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....\$ 33.89	19.20
FRANKLIN COUNTY.....\$ 37.59	19.20
JEFFERSON AND ST. CHARLES COUNTIES.....\$ 39.94	19.50
LINCOLN COUNTY.....\$ 35.91	19.20
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....\$ 34.74	19.20
WARREN COUNTY.....\$ 36.38	19.20

ELEC0001-002 07/17/2022

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.....\$ 43.56		29.10

ELEC0002-001 09/04/2022

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.....\$ 44.16		23.14
Groundman & Truck Driver....\$ 33.74		19.34
Lineman & Cable Splicer.....\$ 51.45		25.81

ELEC0053-004 01/01/2023

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY,		

HOLT, JASPER, LACLEDE,
LAWRENCE, LIVINGSTON,
MCDONALD, MERCER, NEWTON,
NODAWAY, OZARK, POLK, ST.
CLAIR, STONE, TANEY, VERNON,
WEBSTER, WORTH AND WRIGHT
COUNTIES)

Groundman Powderman.....	\$ 34.25	18.81
Groundman.....	\$ 31.96	18.03
Lineman Operator.....	\$ 46.74	23.09
Lineman.....	\$ 51.82	24.89

Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

ELEC0095-001 06/01/2020

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

	Rates	Fringes
--	-------	---------

Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

ELEC0124-007 09/28/2021

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

	Rates	Fringes
--	-------	---------

Electricians.....	\$ 41.79	23.67
-------------------	----------	-------

ELEC0257-003 03/01/2023

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

	Rates	Fringes
--	-------	---------

Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 37.00	20.88

ELEC0350-002 12/01/2022

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.....\$ 35.50 19.94

ELEC0453-001 09/01/2023

Rates Fringes

Electricians:

CHRISITAN, 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 06/01/2023

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

Rates Fringes

Electricians:.....\$ 36.75 20.40

ELEC0702-004 01/02/2023

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

Rates Fringes

Line Construction:

Groundman - Class A.....\$ 33.63 29%+8.35
Groundman-Equipment
Operator Class II (all
other equipment).....\$ 42.65 29%+8.35
Heavy-Equipment Operator
Class I (all crawler type
equipment D-4 and larger)...\$ 48.67 29%+8.35
Lineman.....\$ 59.34 29%+8.35

ENGI0101-001 05/01/2020

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
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 hand held); 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 pressure 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 guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/03/2023

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

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 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

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.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

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 mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

ENGI0513-007 05/03/2023

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

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; atehy 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 and 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 04/01/2023

	Rates	Fringes
--	-------	---------

Ironworkers:

ANDREW, BARTON, BENTON,
CAMDEN, CEDAR, CHARITON,
CHRISTIAN, COOPER, DADE,
DALLAS, DAVIESS, DE KALB,
GENTRY, GREENE, GRUNDY,
HARRISON, HICKORY, HOLT,
HOWARD, LACLEDE, LINN,
LIVINGSTON, MERCER,
MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SULLIVAN, TANEY, VERNON,
WEBSTER, WRIGHT and WORTH
Counties and portions of
ADAIR, BOONE, MACON,
MILLER and RANDOLPH

Counties.....	\$ 33.50	33.38
---------------	----------	-------

ATCHISON, BATES, BUCHANAN,
CALDWELL, CARROLL, CASS,
CLAY, CLINTON, HENRY,
JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
SALINE, AND RAY COUNTIES....

	\$ 36.50	33.38
--	----------	-------

* IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
--	-------	---------

Ironworker.....	\$ 27.00	20.96
-----------------	----------	-------

IRON0396-004 08/04/2021

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.....	\$ 36.71	28.96
-----------------	----------	-------

IRON0396-009 08/04/2021

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.....	\$ 32.24	28.96
-----------------	----------	-------

IRON0577-005 06/01/2023

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

	Rates	Fringes
Ironworker.....	\$ 31.55	25.05

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 05/01/2023		

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 35.49	15.62
GROUP 2.....	\$ 36.09	15.62
LABORER (Washington County)		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

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 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

LAB00660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62

LAB00662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

LAB00663-002 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.15	17.06

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 05/01/2023

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.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORER (Franklin County)

GROUP 1.....	\$ 35.44	15.62
GROUP 2.....	\$ 36.04	15.62

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

LAB00955-012 05/01/2023

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

Rates	Fringes
-------	---------

LABORER

GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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; toppler 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; 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 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

PAIN0002-002 09/01/2007

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

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

Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24
-----------------------------------	----------	-------

PAIN0002-006 04/01/2023

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

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

PAIN0003-004 04/01/2019

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

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

PAIN0003-011 04/01/2019

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76

Stageman; Beltman;		
Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

PAIN0203-001 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

PAIN1185-008 04/01/2023

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.83	15.13
Floor Work.....	\$ 32.83	15.13
Lead Abatement.....	\$ 32.83	15.13
Spray.....	\$ 32.83	15.13
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.83	15.13
Taping, Paperhanging.....	\$ 32.83	15.13

PAIN1292-002 09/01/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

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

PAIN1292-003 09/01/2022

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

COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

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

PAIN2012-001 04/20/2022

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

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 04/01/2023

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

	Rates	Fringes
Cement Masons:.....	\$ 36.57	18.30

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 04/01/2021

	Rates	Fringes
--	-------	---------

CEMENT MASON

FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 34.79	19.58
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 35.96	19.56

PLAS0527-004 06/01/2021CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES

	Rates	Fringes
--	-------	---------

CEMENT MASON.....	\$ 30.30	19.48
-------------------	----------	-------

PLAS0908-001 05/01/2023BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
--	-------	---------

CEMENT MASON.....	\$ 32.30	18.38
-------------------	----------	-------

PLAS0908-005 05/01/2023BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
--	-------	---------

CEMENT MASON.....	\$ 32.30	18.38
-------------------	----------	-------

PLUM0008-003 06/01/2023

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
--	-------	---------

Plumbers.....	\$ 54.28	23.79
---------------	----------	-------

PLUM0008-017 06/01/2023BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
--	-------	---------

Plumbers.....	\$ 54.28	23.79
---------------	----------	-------

* PLUM0045-003 08/01/2023ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 44.35	26.05

PLUM0178-003 11/01/2022		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.75	15.32

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 06/01/2023		

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

	Rates	Fringes
Pipefitters.....	\$ 53.56	24.70

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 05/01/2023		

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 33.04	15.15
GROUP 2.....	\$ 33.19	15.15
GROUP 3.....	\$ 33.31	15.15
GROUP 4.....	\$ 33.20	15.15
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 33.77	15.05
GROUP 2.....	\$ 33.93	15.05
GROUP 3.....	\$ 33.92	15.05
GROUP 4.....	\$ 34.04	15.05
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 36.13	15.15
GROUP 2.....	\$ 36.24	15.15
GROUP 3.....	\$ 36.28	15.15
GROUP 4.....	\$ 36.35	15.15
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 34.78	15.15
GROUP 2.....	\$ 34.89	15.15
GROUP 3.....	\$ 35.93	15.15
GROUP 4.....	\$ 35.00	15.15

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 05/01/2020

	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.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25

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

GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25

Truck drivers; (BUCHANAN,
JOHNSON AND LAFAYETTE
COUNTIES)

GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

axle.

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

TEAM0245-001 03/26/2012

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

	Rates	Fringes
--	-------	---------

Truck drivers:

Traffic Control Service		
Driver.....	\$ 20.45	0.00

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

TEAM0541-001 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
--	-------	---------

Truck drivers:

GROUP 1.....	\$ 35.31	17.55
GROUP 2.....	\$ 34.74	17.55
GROUP 3.....	\$ 34.22	17.55

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boomer 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 05/01/2023

ST LOUIS CITY AND COUNTY

	Rates	Fringes
--	-------	---------

Truck drivers:

GROUP 1.....	\$ 34.37	8.44+a+b+c+d
GROUP 2.....	\$ 34.37	8.44+a+b+c+d

GROUP 3.....\$ 34.37 8.44+a+b+c+d

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.

=====
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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

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>.

SECTION 01 11 00 – SUMMARY OF WORK

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, tools, and supervision to complete incidental and miscellaneous items associated with related work as shown on the plans, but not specifically identified in the bid schedule. This work typically consists of, but is not limited to, installation of drainage structures, piping and culverts, pipe connections to box culverts, minor adjustments of improvements with considerations to locations of existing pipe joints, pavement repair, grading, vegetative restoration, and any other miscellaneous and incidental items that may be shown on the drawings or required for the complete installation of the work.

2. LOCATION

- 2.1 In the City of Neosho, Missouri, Newton County as shown on the drawings.
- 2.2 Street Designations:
Freeman Road (Approximately between McKinney and Park Street)
Stratford Road (Approximately between Freeman Road and Flower Box Ln)

3. ACCESS

- 3.1 Access to the site(s) is available via public roads and streets and easements.

4. PERMITS

- 4.1 Secure all necessary permits from respective authorities.

5. SUMMARY OF WORK

- 5.1 Work includes, but is not limited to construction of specified box culverts, fill, compaction, pavement removal and repair, curb and gutter removal, repair, and installation, drainage piping and appurtenances, and any other miscellaneous and incidental items that may be shown on the drawings or are required for a complete installation of the work.
- 5.2 Work includes, but is not limited to construction of specified sanitary sewer main, relocation of existing water main and service lines, and any other miscellaneous and incidental items that may be shown on the drawings or are required for a complete installation of the work.
- 5.3 Work includes, but is not limited to, erosion control, material sampling and testing, certifications, vegetative restoration, connection to existing drainage structures, and structure and utilities relocation. These items are coincident with the installation of new culverts.
- 5.4 Inclusive in the work is close coordination with all appropriate jurisdictional agencies and responsibility for construction standards, traffic control, and safety requirements of these agencies.

6. RELATED REQUIREMENTS

- 6.1 Drawings are included as part of this specification. Installation shall be per the construction drawing, supplemented as necessary by the typical construction details.

6.2 Locate all existing underground installations, including service connections, in advance of excavating or trenching, by contacting the owners thereof, prospecting, and the use of the Missouri One-Call System and other appropriate locating services.

6.3 All damage to existing private and/or municipal utilities including service connections shall be repaired, including the cost of all required materials. All repairs shall be made as authorized by the owner of the utility involved and in compliance with all jurisdictional requirements.

7. SCHEDULING OF WORK

7.1 Schedule all work, including location of utilities, coordinate with appropriate jurisdictional agencies, and with utilities' supervisors prior to initiating construction.

8. FIELD ENGINEERING

8.1 Furnish vertical and horizontal control staking as necessary for the execution of the work as shown on the drawings. Deviations to avoid unknown or dislocated facilities are to be expected.

8.2 Avoid disturbing existing markers showing property corners, and if disturbed, corners must be re-established by a Registered Land Surveyor.

9. REGULATORY REQUIREMENTS

9.1 Obtain all necessary permits and comply with all codes of construction as required by the following:

9.1.1 City of Neosho, Missouri

9.1.2 Missouri Department of Transportation

9.2 Pay for any bond or other charges associated with obtaining the necessary permits.

10. CONSTRUCTION STANDARDS

10.1 Generally applicable standards have been included in the specifications. Any other construction details otherwise required will be provided by the Engineer. Engineer may make substitutions of equivalent materials or assemblies for those shown in the standards.

11. REFERENCES AND ABBREVIATIONS

11.1 The latest edition of the following specifications cover certain specified materials and methods. Abbreviations as used in the specifications shall mean the following:

11.1.1 AWWA: American Water Works Association

11.1.2 AGA: American Gas Association

11.1.3 ASTM: American Society for Testing Materials

11.1.4 AASHTO: American Association of State Highway & Transportation Officials

11.1.5 ANSI: American National Standards Institute

- 11.1.6 API: American Petroleum Institute
- 11.1.7 ASA: American Standards Association
- 11.1.8 DOT: Federal Department of Transportation
- 11.1.9 AWS: American Welding Society
- 11.1.10 AREA: American Railway Engineering Association
- 11.1.11 ACI: American Concrete Institute
- 11.1.2 BOCA: Building Officials and Code Administrators

12. QUALITY CONTROL

- 12.1 Establish a quality control system to insure conformance of all items of work, including that of subcontractors, to applicable specifications and drawings with respect to the materials, workmanship, construction, finish, functional performance, and identification. The controls shall be adequate to cover all layout and construction operations, shall be keyed to the proposed construction sequence, and shall be subject to approval by the Engineer.

13. MATERIAL HANDLING AND STORAGE

- 13.1 Provide adequate transportation and labor to load and unload and receive materials.
- 13.2 All materials received and installed shall be new.
- 13.3 Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or materials.
- 13.4 Store fabricated products above ground, on blocking or skids, to prevent soiling or damage. Store loose granular materials in a well-drained area on solid surfaces. Arrange for storage in a manner to provide easy access for inspection or inventory by Engineer.
- 13.5 Make periodic inspection of stored products to ensure that products are maintained under specified conditions, and free from damage or deterioration.

14. RETEST DATE

- 14.1 In the event of unsuccessful tests, deficiencies shall be repaired or work replaced, and the construction shall be re-tested within two calendar days of the repair or replacement completion.

15. WORK IN PUBLIC THOROUGHFARES

- 15.1 Prior to excavating in public streets, all appropriate permits shall be obtained. Barricades, signs, and signals shall be maintained. The signs shall indicate actual conditions that exist on the road ahead.
- 15.2 The closure time for all streets must be kept to a minimum. Traffic control signs and barricades must be in place prior to beginning work.
- 15.3 Open trench conditions shall be limited to a maximum of 250 feet in length per location.

15.4 Contractor shall schedule and coordinate the work to accommodate access by police and emergency vehicles and personnel. Contractor shall give the City one week notice prior to closing any street.

15.5 Protection of Existing Roadways: Contractor shall suitably protect existing State, County, and/or City roadway pavements from damage potentially caused by the use of heavy equipment. Where trenching runs parallel to existing pavement, plywood or other suitable materials shall be utilized to protect existing roadway surfaces from damage due to backhoe tracks and/or wheel loads, etc. Any associated repairs required for "parallel" roadway surfaces shall be solely at the Contractor's expense.

16. ENVIRONMENTAL

16.1 In the event of spillage or discharge of oil to the environment, the Contractor shall comply with the provisions of Title 40 Code of Federal Regulations: Part 110 - Discharge of Oil: Part 112 - Oil Pollution Prevention; Part 300 - National Oil and Hazardous Substances Pollution Contingency Plans; and all applicable State, County, and municipal regulations.

END OF SECTION 01 11 00

SECTION 01 11 13 - INCIDENTAL AND MISCELLANEOUS ITEMS

1. GENERAL

- 1.1 The work consists of furnishing all labor, materials, equipment, tools, and supervision to complete incidental and miscellaneous items associated with related work as shown on the plans, but not specifically identified in the bid schedule. This work typically consists of, but is not limited to, pipe connections to box culverts, plugging pipes, concrete pipe collars, bulkheads, minor adjustments of improvements with considerations to locations of existing pipe joints or other considerations, minor unforeseen conditions to modify existing facilities, construction surveying and staking, coordination with property owners, replacement and/or relocation of fences, mail boxes, and signs.

2. MEASUREMENT AND PAYMENT

- 2.1 All miscellaneous items shown on the plans or specified in the notes (general or otherwise), but not specifically stated in the Bid Schedule shall be included under the Lump Sum price for Incidental and Miscellaneous Items as stated in the Bid Schedule. This shall include all labor, material, and equipment for a complete and in place project.

END OF SECTION 01 11 13

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

1. GENERAL

- 1.1 The performance and perfection of the scope of work stated in these specifications and as directed by the Owner shall be either measured or shall be considered a requisite provision incidental to either measured work or to the perfection of the contract.
- 1.2 The items of performance listed in the Bid Schedule are the only items to be measured and for which a specific unit or lump sum price will be remitted. All remaining labor, material, supervision, equipment, and appurtenances requisite for performance shall be incidental to the measured items.
- 1.3 The cost to the Owner of incidental items shall be a part of the price for measured items, payment for which will be remitted to the Contractor upon acceptance of work by the Owner and certified as complete by the Engineer.

END OF SECTION 01 20 00

SECTION 01 33 00 - SUBMITTALS

1. GENERAL

- 1.1 The types of submittal requirements specified in this section include shop drawings, product data, samples, and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work.
- 1.2 Definitions: Work-related submittals of this section are categorized for convenience as follows:
 - 1.2.1 Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to several projects.
 - 1.2.2 Product data includes standard printed information on materials, products, and systems not specially prepared for this project, other than the designation of selections from among available choices printed therein.
 - 1.2.3 Samples include both fabricated and unfabricated physical examples of materials, products, and units of work, both as complete units of work, either for limited visual inspection or (where indicated) for more detailed testing and analysis.
 - 1.2.4 Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, survey data and reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

2. GENERAL SUBMITTAL REQUIREMENTS

- 2.1 Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination with another.
- 2.2 Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, specification section, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals, which are received from sources other than through Contractor's office, will be returned "without action".
- 2.3 Transmittal Form: Prepare a draft of special transmittal form for project, and submit to Engineer for acceptance. Provide places to indicate project, date, "To", "From", names of subcontractors, suppliers, manufacturers, required references, category and type of submittal, purpose, description, distribution record (for both transmittal and submittals), and signature of transmitter.
- 2.4 Provide Contractor's certification on form, ready for execution, stating that information submitted complies with requirements of contract documents.

3. PRODUCT DATA

- 3.1 Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application of labels and seals, notation of field measurements that have been checked, and special coordination requirements.

3.1.1 Maintain one set of product data (for each submittal) at project site, available for reference by Owner/Engineer and others.

3.1.2 Do not submit product data or allow its use on the project until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Engineer, marked with an "Action", which indicates an observed non-compliance. Submit three copies for Engineer's review, plus additional copies (which will be returned) where required for maintenance manuals.

SECTION 01 35 00 SPECIAL PROJECT REQUIREMENTS

1. GENERAL

- 1.1 Protection of Existing Roadways: Contractor shall suitably protect existing State, County, and/or City roadway pavements from damage potentially caused by the use of heavy equipment. Where trenching runs parallel to existing pavement, plywood or other suitable materials shall be utilized to protect existing roadway surfaces from damage due to backhoe tracks and/or wheel loads, etc. Any associated repairs required for "parallel" roadway surfaces shall be solely at the Contractor's expense.

SECTION 01 41 00 - REGULATORY REQUIREMENTS

1. GENERAL

- 1.1 Regulations: All applicable Federal and State laws, the rules, and regulations thereto, and 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.
- 1.2 The Contractor shall conform to the Federal OSHA and State of Missouri construction safety requirements.
- 1.3 All additional costs, if any, incurred by reason of any necessity of complying with such laws, ordinances, rules, and regulations, as the same may from time to time be amended, shall be borne by the Contractor. The Owner or Engineer shall have no duty to inform the Contractor of such laws, ordinances, rules, and regulations or amendments thereto.
- 1.4 Taxes: The Contractor shall pay for any and all taxes, occupational, privilege, license, excise, gross income, gross receipts, use, payroll, documentary, or other taxes applicable to this contract that are effective or are scheduled to become effective thirty (30) days after the date of bid opening. Sales tax on major items of materials purchased for construction or building materials shall be addressed in the Bid Packet.
- 1.5 Unemployment Compensation: The Contractor shall comply with the State Unemployment Insurance or Compensation Act, and wherever permissible, shall elect to become subject to the Act.
- 1.6 License/Registration: For work where Contractor License Laws are in effect, the Contractor must be licensed or registered, and submit a statement or other evidence in the form prescribed by law, giving number, date, and/or expiration date of his license.
- 1.7 Permits: The Contractor shall procure and pay for all permits, inspections, licenses, fees, and approvals necessary for the execution of his contract.

SECTION 01 45 29 - TESTING LABORATORY SERVICES FOR QUALITY CONTROL

1. GENERAL

- 1.1 The scope of quality control services is specified within the various divisions and shall include, but not be limited to, services for soils, concrete, asphalt, and steel.

2. REPORTS

- 2.1 Submit written report of each test and inspection, two copies each to Owner, Engineer, and Contractor. Each report shall include:
 - 2.1.1 date issued;
 - 2.1.2 project title and number;
 - 2.1.3 testing laboratory name, address, and telephone number;
 - 2.1.4 name and signature of laboratory inspector;
 - 2.1.5 date and time of sampling or inspection;
 - 2.1.6 record of temperature and weather conditions;
 - 2.1.7 date of test;
 - 2.1.8 identification of product and specification section;
 - 2.1.9 location of sample or test in the project;
 - 2.1.10 type of inspection or test;
 - 2.1.11 results of tests and compliance with Contract Documents;
 - 2.1.12 interpretation of test results that indicate unsatisfactory conditions.

3. MEASUREMENT AND PAYMENT

- 3.1 Quality Control services shall be considered incidental to the performance and perfection of the contract and shall not be paid for or measured as a separate pay item. The Contractor is expected to perform quality control efforts for all materials, delivery and placement thereof. Quality control tests shall be made available to the owner or Engineer upon request and shall contain the information specified in paragraph 2 REPORTS above.

SECTION 01 55 26 - TRAFFIC CONTROL

1. GENERAL

- 1.1 This work shall consist of furnishing and installing traffic control devices in accordance with the contract and as directed by the Engineer or as required by the applicable regulatory authority.

2. MATERIALS

- 2.1 All construction sign and reflective materials shall conform to the Missouri Standard Specification for Highway Construction – latest edition, as amended and supplemented by any special provisions.

3. CONSTRUCTION REQUIREMENTS

- 3.1 The Contractor shall furnish, install, maintain, clean, and relocate all signs, drums, cones, barricades, object markers, flashing devices, lights, any other traffic control devices as directed by the Engineer. All signs and traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be kept legible, in alignment, and in good repair. All signs shall be covered, set aside, turned, removed, or relocated as work progresses, or is completed and their necessity ceases to exist. All traffic control devices shall be removed after completion of construction and shall remain the property of the contractor unless specified otherwise.
- 3.2 Flagmen will be required when equipment is crossing a road that is open to vehicular traffic. Hand signaling devices, flagmen attire, flagging procedures, and flagmen stations shall be in accordance with the MUTCD. On the resurfacing areas which require handling two-way vehicular traffic over a single lane, each flagman involved in controlling traffic through and along the work area shall be equipped with a portable transceiver radio and a stop-slow hand signaling device.
- 3.3 Under special circumstances and upon receipt of prior approval by the City and the Engineer, one-way traffic or lane closures may be considered at the sole discretion of the Owner. The length of time that the contractor may maintain lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the City's and Engineer's approval. The contractor shall furnish the personnel and equipment to achieve temporary stoppage of all traffic lanes if construction operations require such. No direct payment will be made for removing or reusing particular signs. Traffic control devices used by the contractor shall be supplied, installed, maintained, and removed by the contractor at his expense.
- 3.4 Contractor shall submit a traffic control plan meeting the requirements of the MUTCD to the City, County and/or the Missouri Department of Transportation (MoDOT) for approval for all lane closures depending on which authority has jurisdictional authority of the respective roadway.
- 3.5 Contractor shall be responsible for obtaining from MoDOT, County and/or the City any and all traffic control requirements applicable to the construction of this project, prior to beginning construction. Contractor shall be responsible for complying with all traffic control measures required for construction within MoDOT, County and/or City right-of-way.
- 3.6 The requirements of this specification shall not relieve the contractor of his responsibility for protecting both the public and the work.
- 3.7 Cost associated with preparing a traffic control plan meeting the requirement of the MUTCD shall be the responsibility of the contractor, if such a plan is required by the applicable regulatory authority.
- 3.8 The Contractor shall give the City a minimum of one weeks notice prior to any road closure.

3.9 Contractor shall coordinate with property owners to maintain access into driveways, to the extent possible.

4. MEASUREMENT AND PAYMENT

4.1 Traffic control shall be measured and paid for on a lump sum basis as set forth in the Bid Schedule.

SECTION 01 70 23.16 - CONSTRUCTION SURVEYS

1. GENERAL

- 1.1 The drawings provide T.B.M. information for vertical and horizontal control. From the references, the Contractor shall be responsible for all construction layout as required for the timely prosecution and completion of the work.
- 1.2 The Contractor shall protect and preserve the established benchmarks, monuments, and survey markers. The Contractor shall carry sole responsibility for replacement of altered or destroyed survey references.
- 1.3 The Contractor shall check the accuracy and sufficiency of all construction surveys produced by his subcontractors and his employees.
- 1.4 The Contractor shall provide all labor, equipment, supplies, and supervision to perform construction survey requested to perform the construction.

SECTION 01 71 13 - MOBILIZATION

1. DESCRIPTION

- 1.1 This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and between project sites, for the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items, payment for the actual cost of the contract bond and railroad liability insurance and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

2. BASIS OF PAYMENT

- 2.1 Payment for the actual cost of the contract bond and railroad liability insurance (if applicable) will be authorized upon presentation of invoices at least four days prior to the estimate date. Receipted invoices for payments previously permitted on the estimate shall be submitted to the engineer within 27 days of the date of the estimate on which payment was made or such payment will be deducted from future estimates. The amount paid, but no more than the contract price for mobilization, will be deducted from the contract price for mobilization and the remainder will be used as the basis for partial payments which will be allowed on the next estimate under the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.
- 2.2 The first partial payment will be made when five percent of the original contract amount is earned.
- 2.3 The second partial payment will be made when ten percent of the original contract amount is earned.
- 2.4 The third partial payment will be made when 25 percent of the original contract amount is earned.
- 2.5 The fourth partial payment will be made when 50 percent of the original contract amount is earned.
- 2.6 When the engineer has accepted the contract for maintenance in accordance with Section 0700, Paragraph 20, any amount bid for mobilization exceeding ten percent of the original contract price, less the amount for the contract bond and Railroad Liability Insurance, will be paid.
- 2.7 Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

SECTION 01 74 16 - CLEANING

1. GENERAL

- 1.1 Maintain right-of-way and site free from accumulations of waste, debris, and rubbish caused by operations, and take every precaution against injuries to persons or damage to property.
- 1.2 At completion of work, remove waste materials, tools, equipment, machinery, and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for use.
- 1.3 Requirements of Regulatory Agencies: Conduct cleaning and disposal operations in accordance with all applicable local and state laws, ordinances, and code requirements.

2. MATERIALS

- 2.1 None specified.

3. EXECUTION

- 3.1 Use of Premises: Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work so as to not unduly interfere with the progress of the work.
- 3.2 Cleaning During Construction:
 - 3.2.1 Execute periodic cleaning activities to ensure that right-of-way and public properties are maintained free from accumulations of waste materials and rubbish.
 - 3.2.2 Entirely remove and dispose of material or debris during the progress of the work that has washed into or has been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of the contractor's operations.
 - 3.2.3 Wet down dry materials and rubbish to lay dust and prevent blowing dust.
 - 3.2.4 At reasonable intervals during the progress of work, clean the site and dispose of waste materials, debris, and rubbish.
 - 3.2.5 Clean up frequently all refuse, rubbish, scrap materials, and debris caused by construction operations to the end that at all times, the site of the work shall present a neat, orderly, and workmanlike appearance.
 - 3.2.6 Effect all cutting, fitting, or finishing of the work required to make the same conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
 - 3.2.7 When applicable, schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not generate a nuisance.
- 3.3 Control of Hazards:
 - 3.3.1 Store volatile wastes in covered metal containers, and remove from premises after need is fulfilled.
 - 3.3.2 Prevent accumulation of waste which may create hazardous conditions.

3.3.3 Provide adequate ventilation during use of volatile or noxious substances.

3.4 Disposal:

3.4.1 Do not burn or bury rubbish and manmade materials on project.

3.4.2 Do not dispose of volatile wastes on project site.

3.4.3 Do not dispose of wastes into streams or waterways.

3.5 Final Cleaning:

3.5.1 Broom clean paved surfaces.

3.5.2 Rake clean non-paved surfaces of the project site.

3.5.3 Before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and put the site in neat, orderly condition.

4. MEASUREMENT AND PAYMENT

4.1 Shall be considered incidental to the performance and perfection of the contract and shall not be paid for or measured as a separate pay item.

SECTION 01 87 13 - SPECIFIED MATERIAL AND EQUIPMENT

1. GENERAL

1.1 Description: This section specifies the manufacturers and suppliers of, and standards for, equipment and material to be provided in the construction of the project described in these specifications and shown on the drawings. Equipment and materials by manufacturers and suppliers other than those named herein will be considered by the Engineer under procedures set forth hereinafter.

1.2 Sole Manufacturer and Suppliers:

1.2.1 The provisions contained within the General Conditions and the Supplementary Conditions concerning "Sole Manufacturer" and "Letters of Certification" shall apply to equipment and materials designated hereinafter, unless specified otherwise.

1.2.2 The "Sole Manufacturer" shall be named where listed in the Bid Schedule.

1.2.3 The materials and equipment listed hereinafter are approved for use in the project, in addition to items noted on drawings or specified elsewhere herein. Any modification to piping, structures, etc. that are required by utilization of equipment other than listed below shall require the approval of the Engineer, and shall be the sole responsibility of the Contractor. No payment in addition to the contract bid price shall be made to the Contractor for any work required by such modifications.

2. MATERIALS AND EQUIPMENT

2.1 Concrete Reinforced Box Culverts: Scurlock Industries, Rinker Materials, Carter Waters, or Builder's Rebar.

2.2 Class III Reinforced Concrete Pipe (RCP): Vanguard Concrete Pipe, Scurlock Industries, Dura-Kast.

2.3 Concrete Curb Inlet, Castings, and Inlet Frames: East Jordan Iron Works, Neenah, Deeter, or Certainteed. Shawnee Steel, Scurlock Industries, or Rinker Materials

3. ALTERNATE MANUFACTURERS OF EQUIPMENT AND MATERIALS

3.1 Submittal: Suppliers and manufacturers other than those listed herein wishing to have their equipment and materials considered may submit literature and data completely describing their products to the Engineer for review up to fourteen (14) calendar days prior to the date of bid opening. Documentation received after the date fourteen (14) days prior to the bid opening date will not be considered.

3.2 The Engineer will review submittal of alternate equipment and material. Those items determined by the Engineer to conform to the specifications, and receiving approval may be considered as deductive alternate items for this Project. Written approval will be provided to the apparent low bidder of approved deductive alternates.

3.3 Alternate equipment and material will generally be deemed equal to specified equipment and material provided that:

3.3.1 The alternate is determined by the Engineer to be of equal quality, function, performance, and reliability to the specified item. In this case, it will be assumed that the cost is less than the item specified.

3.3.2 The alternate is superior to the item specified. In this case, it will be assumed that the cost is more than the item specified.

- 3.4 Alternate items will not be considered unless, in the opinion of the Engineer, it conforms to the Drawings and Specifications in all respects, except for make and manufacturer.

SECTION 02 41 00 - REMOVAL OF EXISTING IMPROVEMENTS

1. GENERAL

- 1.1 This work shall consist of the removal and disposal of designated existing improvements, or to be removed under other items of work, from the right-of-way and within the limits of the project.
- 1.2 Removal of existing improvements shall include, but not be limited to, removing rails, ties, drainage structures, pavements, surfacing, and base courses of all types, curb, curb and gutter, sidewalks, and house walks, steps, retaining walls, foundation walls, columns, footings, floors and any other types of building appurtenances, cisterns, catch basins, manholes, drainage and sewer pipes, water and gas main pipes, other objects or structures including scattered or piled bricks, stones, broken masonry, rubbish, debris, etc. from demolition work, and other existing improvements. This item shall also include the salvaging of materials as designated in the contract, and the backfilling of the resulting trenches, holes, and pits, and any grading work required to shape, smooth, and finish the disturbed areas.

2. EXECUTION

- 2.1 All structures, old pavements, abandoned sewers or pipe lines, or other obstructions to the construction of the improvements or within the limits of the right-of-way and not designated or permitted to remain shall be removed or disposed of by the contractor as required. Existing structures used for handling temporary traffic shall not be removed until the replacement structures are open to traffic. The contractor may make use of existing structures or portions of them during construction, but no material designated for use elsewhere shall be removed from the project, cut, bent, broken, or otherwise damaged.
- 2.2 Material designated in the contract to be salvaged from existing structures shall be removed without damage in sections which may be readily handled or transported, and shall be piled neatly at an accessible point. Material not designated for salvage will be considered the property of the contractor unless owned and claimed by any political subdivision or utility company. Salvaged materials becoming the property of the contractor shall not be stored upon the right-of-way, nor shall any portion of the right-of-way be used by the contractor as a sales yard. All discarded material or debris shall be disposed of at locations selected by the Contractor.
- 2.3 In removing pavement, curb, curb and gutter, gutters, sidewalk, and other similar improvements, and where a portion of such improvements are to be left in place, they shall be removed to an existing joint or to a joint sawed to a minimum depth of one inch with a true line and vertical face. Sufficient removal shall be made to provide for proper grades and connections in the new work regardless of any limits which may be indicated on the plans.
- 2.4 Removal of concrete pavement or base course and concrete sidewalk may consist of disposing of the broken concrete in disposal areas furnished at the contractor's expense. Existing improvements not removed in their entirety shall be removed to a minimum depth of 12 inches below the finished grading section or natural ground.
- 2.5 All sewers and drainage pipes which have been or are to be abandoned shall be permanently sealed at the ends with bulkheads constructed of plain portland cement concrete, having a minimum thickness of 8 inches. The use of salvaged brick will be permitted for constructing bulkheads provided the brick are clean and sound.
- 2.6 All trenches, holes, and pits resulting from the removal of existing improvements shall be filled with earth. The material shall be placed in the same manner and compacted to approximately the same density as that required in adjoining areas.

- 2.7 Removing and disposing of abandoned fences will be considered as included in final cleaning up of the right-of-way and no direct payment will be made for such work.
- 2.8 Culvert pipe at entrances to private and commercial establishments shall remain the property of the private owners and shall be delivered thereto.

3. MEASUREMENT AND PAYMENT

- 3.1 Removal of existing improvements shall be measured and paid for on a lump sum basis as set forth in the Bid Schedule.

SECTION 03 11 00 - CONCRETE FORMWORK

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all materials, labor, tools and equipment necessary to construct all required concrete form work to the lines and grades shown on the plans.

2. MATERIALS

- 2.1 All forms for exposed surfaces shall be built of sound plywood or other materials approved by the Engineer, closely fitted to provide the best surface possible without special lining.
- 2.2 Forms for surfaces not exposed may be built of sound lumber free from loose knots.
- 2.3 Form accessories to be partially or wholly embedded in the concrete, such as ties and hangers, shall be commercially manufactured type. The portion remaining within the concrete shall leave no metal within one inch of any surface that will be exposed to view.

3. EXECUTION

- 3.1. Forms: Forms shall conform to the shape, lines and dimensions of the concrete as shown on the Plans. Forms shall be provided for all vertical surfaces. The materials, design, and construction of formwork shall conform to the applicable portions of the American Concrete Institute Standard "Recommended Practice for Concrete Formwork" (ACI 347) and to these specifications.
- 3.2 Design: The design of the formwork shall be the responsibility of the Contractor.
- 3.3 Construction: Forms shall be built true to line and shall be mortar-tight and sufficiently rigid to prevent displacement or bulging between supports. Bends, chamfers and other offsets shall be provided when the forms are built. Joints shall be kept to a minimum and all joints shall be solidly backed by framing.
- 3.4 Preparation of Surfaces: Before forms are placed, material to form exposed surfaces shall be oiled thoroughly, and for unexposed concrete, forms may be oiled at the Contractor's option. All forms not oiled shall be wetted immediately before placing concrete. All formwork shall be cleaned free of dirt and construction debris before placing concrete and points at which water has gathered within the forms due to wetting shall be drained.
- 3.5 Removal of Forms: Formwork for walls, sides of slabs and other parts not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations.
- 3.6 Embedded Items, Opening, & Recesses:
- 3.6.1 General: All sleeves, inserts, grooves, anchors, recesses, and other items required for adjoining work or for its support shall be placed for formed prior to placing the concrete.
- 3.6.2 Related Trades: All of the various trades shall be given ample opportunity to furnish for installation all hangers, anchors, inserts, sleeves, frames and other items to be built into the concrete as shown on the Plans or the various manufacturer's drawings or specified herein.
- 3.6.3 Placing Embedded Items: Expansions joint material, waterstops and all other embedded items shall be positioned accurately and supported securely against displacement before placing concrete.

3.6.4 Formed Holes: Formed holes shall be formed with non-ferrous material that shall be removed after the concrete has hardened.

- 3.7 Formwork for beams, slabs and other parts that support the weight of concrete and construction live loads shall remain in place until the concrete has reached its specified 28-day strength. Formwork that supports the weight of concrete only, and no construction live loads, or other loads, shall remain in place for not less than seven (7) days or until the concrete has reached 75 percent of its specified 28-day strength. The concrete shall be presumed to have reached its strength when either of the following conditions has been met:

3.7.1 When test cylinders, field cured under the most unfavorable conditions prevailing for any portion of the concrete represented, have reached the required strength. Except for field curing and age at test, the test cylinders shall be taken and tested as specified herein.

3.7.2 When the concrete has been cured as specified herein for the same length of time as the age at test of laboratory-cured cylinders that reached the required strength. The length of time the concrete has been cured in the field shall be determined by the cumulative number of days or fractions thereof, not necessarily consecutive, during which the temperature of air in contact with the concrete is above 50°F, and the concrete has been damp or thoroughly sealed from evaporating and loss of moisture.

- 3.8 Contractor's Responsibility: In all cases, the Contractor shall be solely responsible for adequate support of the forms to safely carry the load of concrete without undue deflection. The Contractor shall be liable for injury or damage resulting from inadequate forms, falsework or from premature removal of same.

4. MEASUREMENT AND PAYMENT

- 4.1 Measurement: Formwork shall not be measured.

- 4.2 Payment: Formwork is considered incidental to cast-in-place concrete and will not be paid for separately.

SECTION 03 20 00 - CONCRETE REINFORCEMENT

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing, hauling all reinforcement materials and all tools, labor, equipment and incidentals necessary to complete this section.

2. MATERIALS

- 2.1 Reinforcing Steel: Reinforcing bars shall conform to the "Standard Specifications for Deformed Billet-Steel Bars for Concrete Reinforcement", ASTM A615 or to the "Standard Specifications for Axle-Steel Deformed Bars for Concrete Reinforcement", ASTM A617 and shall be Grade 60, as designated on the plans.
- 2.2 Welded Wire Fabric: Welded wire fabric shall conform to "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement", ASTM A185.

3. EXECUTION

- 3.1 General: Unless otherwise indicated on the Plans or specified herein, all cutting and bending or reinforcement bars shall be done at the mill or shop prior to shipment. Cutting and bending in the field will be permitted only where shown on the plans or to correct errors, damage by handling and shipping, and minor omissions in shop bending when authorized by the Resident Project Representative.
- 3.2 Storing & Cleaning:
- 3.2.1 All reinforcement shall be stored above ground on skids, pallets or other supports and shall be protected from mechanical injury and from deterioration by exposure.
- 3.2.2 When placed in the work, reinforcement shall be free from dirt, detrimental scale, concrete, paint, oil or other foreign materials. Tight, thin rust is not considered detrimental and will not require cleaning.
- 3.3 Placing: Except as shown on the Plans or specified herein, all placement of reinforcing bars, welded wire fabric and bar supports shall conform to the latest editions of "Placing Reinforcing Bars, CRSI-WCRSI Recommended Practices", published by the Concrete Reinforcing Steel Institute. Bars may be moved as necessary to avoid interference with other reinforcing steel, pipes and other embedded items. If bars are moved more than the specified placing tolerances, the resulting arrangement shall be approved by the Resident Project Representative. Reinforcing bars shall be positively secured against displacement. For Bridge decks and top slabs of culverts, bars in the top mat shall be firmly tied with wire at each cross or lap. At other locations, the bars shall be firmly tied at alternate crossings or closer. The steel shall be tied in the correct position with proper clearance maintained between the forms and the reinforcement. Measurements to reinforcing steel will be made to the centerline of bar, except where the clear distance from face of concrete is shown on the plans.
- 3.4 Splices: When splices other than those shown on the plans become necessary, they shall be located at areas of low stress and shall be subject to approval by the Resident Project Representative.
- 3.5 The contractor shall furnish for review four sets of complete fabrication drawings and details for placing all reinforcing steel. These drawings shall be made in accordance with the accompanying Plans, the applicable portions of the "Building Code Requirements for Reinforced Concrete" (ACI 318-83), the

latest editions of the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315), and these Specifications. Drawings shall show the clearances, size of members, all dimensions and other details necessary for accurate construction of the concrete work. Any reinforcing steel fabricated before the review of the Shop Drawings shall be done so at the Contractor's own risk, but no reinforcing steel shall be placed until review of the Shop Drawings.

4. MEASUREMENT AND PAYMENT

- 4.1 Reinforcement shall not be measured or paid for separately and shall be included in the item for which it is a part.

SECTION 03 31 00 - CAST-IN-PLACE CONCRETE

1. GENERAL

- 1.1 Description: The work of this section shall include the furnishing, hauling, placing, curing and testing of all Portland Cement Concrete required by the Drawings and herein specified.
- 1.2 Related Documents: Drawings and general provisions of Contract, including General and Supplemental General Conditions and other Division 1 Specification Sections apply to work of this section.

2. MATERIALS

- 2.1 Portland Cement: Portland cement shall conform to "Standard Specifications for Portland Cement: ASTM C150 Type 1 or Type 1A when specified. One sack of cement shall be considered as one cubic foot of volume or 94 pounds by weight.
- 2.2 Aggregates: Fine and coarse aggregates shall conform to "Standard Specifications for Concrete Aggregates", ASTM C33. The nominal maximum size of the coarse aggregate shall not be larger than one-fifth of the narrowest dimension between sides of forms, one-third the depth of the labs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least. Coarse aggregate gradation shall conform to ASTM C33 Size 57 for class B.
 - 2.2.1 Deleterious Material: Coarse aggregate shall not contain more than 1.0% shale, 2.0% chert, or 0.5% clay; by weight. Fine Aggregate shall not contain more than 0.1% lignite and coal, 0.25% clay, 0.25% shale, by weight.
- 2.3 Admixtures: Air-entrained admixtures shall conform to "Standard Specifications for Air-Entraining Admixtures for Concrete", ASTM C260. Water-reducing, retarding, or accelerating admixtures, if permitted by the Engineer, shall conform to "Standard Specifications for Chemical Admixtures for Concrete", ASTM 494. The use of calcium chloride in concrete mixtures will not be permitted.
- 2.4 Mixing Water: Mixing water for concrete shall be fresh, clean and potable. Water may be used only if it produces mortar cubes having 7- and 28- day strengths equal to the strength of similar specimens made with distilled water, when tested in accordance with "Method of Test for Compressive Strength of Hydraulic Cement Mortars", ASTM C109.
- 2.5 Curing Compounds: All curing compounds shall conform to specifications for liquid membrane forming compounds for curing concrete ASTM C309 for Type 1-D clear or translucent with fugitive dye or Type 2 white pigmented, and shall be applied in accordance with manufacturer's recommendations.
- 2.6 Reinforcement: Reinforcing steel shall conform with ASTM A617, Grade 60 for Bars, and ASTM A185 for Fabric.

3. PROPORTIONING CONCRETE

- 3.1 General: Proportions of aggregate to cement and water shall be such as to provide a concrete mix which will work readily into corners and angles for forms and around reinforcement and other embedded items without causing segregation of materials.
- 3.2 Proportioning Ingredients: All ingredients shall be proportioned in order to obtain the following:

Type of	Min. 28-Day	Water-Cement	Maximum	Cement	Min. Air
---------	-------------	--------------	---------	--------	----------

Z:\Neosho MO\City of Neosho\Stormwater\Stratford and Freeman Rd. Storm Improvements\Contracts\Cdocs and Specs\Specs\03 31 00 Cast-In-Place Concrete.doc

<u>Concrete</u>	<u>Com Strength</u>	<u>Ratio (Maximum)</u>	<u>Slump (Inches)</u>	<u>Content</u>	<u>Entrainment</u>
Structural	4,000 psi	5¼ gal/sack	4	6 sk/CY	6 to 6½%
Fill	2,500 psi	6½ gal/sack	6	5 sk/CY	5 to 6½%
Walkways, Drives, Curb & Guttering, Paving	4,000 psi	5¼ gal/sack	3	6 sk/CY	6% min.

3.2.1 In no case shall the amount of fine aggregate be more than the amount of coarse aggregate (measured by weight) nor shall the amount of coarse aggregate be such as to produce honeycombing.

3.2.2 Portland cement concrete shall be proportioned and placed to provide an average compressive strength above the specified compressive strength for the concrete structure. Portions of concrete ingredients, including water-cement ratios, shall be established on the basis of laboratory trial batches to provide conformance with compressive strength requirements, workability, and consistency. When different materials are used for different portions of the project, each combination shall be evaluated separately. Strength tests shall be conducted on test specimens in accordance with ASTM C39 and ASTM C192, from the trial batches. Tabular data showing the compressive strength of the concrete proportions shall be provided to the Engineer prior to placing of concrete on the jobsite.

3.2.3 Concrete shall be provided to develop a minimum 28-day compressive strength for laboratory cured cylinders for each type of concrete indicated. Concrete that will be subjected to freezing temperatures while wet shall contain entrained air greater than 6.0 percent by volume. Concrete that is intended to be watertight shall have a maximum water-cement ratio of 0.48 by weight.

- 3.3 Moisture: Moisture in the aggregate shall be measured and the quantity must be included in the water-cement ratio specified above.
- 3.4 Air-Entrainment: Air-entrainment shall be accomplished by the use of Type 1 portland cement with the addition of an approved air-entrainment admixture or by the use of Type 1A portland cement, as specified herein.
- 3.5 Trial Batches: Full sized trial batches shall be made in the laboratory using the aggregates selected for the job to establish the correct proportions to give proper workability, strength, and texture with the water-cement ratio specified. The combinations of fine and coarse aggregates shall be adjusted within limits specified in ASTM C33 until the mix meets approval of the Engineer.
- 3.6 Water-Reducing, Retarding & Accelerating Admixtures: Such admixtures may be used subject to review and approval by the Engineer. No additional compensation will be allowed when such admixtures are used.

4. MIXING CONCRETE:

- 4.1 Ready-Mixed Concrete: Ready-mixed concrete will conform to the "Standard Specification for Ready-Mixed Concrete", ASTM C94 and to the applicable portions of these Specifications. The contractor shall make all arrangements to satisfy the Engineer that materials used comply with specification requirements.
- 4.2 Retempering: Concrete shall be mixed only in quantities for immediate use. Concrete that has set shall not be retempered, but shall be discarded.
- 4.3 Indiscriminate addition of water to increase slump or workability shall be prohibited. When concrete arrives at the project with slump below that suitable for placing, water may be added only if neither the

maximum permissible water-cement ratio nor the maximum slump is exceeded. The water must be incorporated by additional mixing equal to at least half of the total mixing required.

4.4 Weather Conditions:

4.4.1 Cold Weather: To maintain the temperature of the concrete above the minimum placing temperature required herein, the as-mixed temperature shall not be less than 55°F when the mean temperature falls below 40°F.

4.4.2 If the water or aggregate has been heated, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be added to the mixtures of water and aggregate when the temperature of the mixture is greater than 100°F.

4.4.3 Hot Weather: The ingredients shall be cooled before mixing if necessary to maintain the temperature of the concrete below the maximum placing temperature required herein.

4.5 Ready-mix concrete trucks and other equipment shall be flushed and cleaned on the job site only where designated by the Engineer.

5. CONCRETE PLACEMENT

5.1 Preparation Before Placing: Hardened concrete and foreign materials shall be removed from the inner surfaces of the conveying equipment.

5.2 Formwork shall be completed; reinforcement shall be secured in place; expansion joint material, waterstops, anchors, pipe sleeves, and other embedded items shall be positioned; and the entire preparation shall be approved by the Engineer before any concrete is placed. Subgrades shall be sprinkled sufficiently to eliminate absorption of water from the concrete before any concrete is placed.

5.3 Conveying: Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients and in a manner which will assure that the required quality of the concrete is obtained.

5.4 Conveying equipment shall be of size and design to insure a continuous flow of concrete at the delivery end. Conveying equipment and operations shall conform to the following requirements:

5.4.1 Truck mixers, agitators, and non-agitating units and their manner of operation shall conform to the applicable requirements of "Specifications for Ready-Mixed Concrete", ASTM C94.

5.4.2 Belt conveyors shall be horizontal or at a slope which will not cause segregation or loss. An approved arrangement shall be used at the discharge end to prevent separation. Long runs shall be discharged without separation into a hopper.

5.4.3 Chutes shall be metal or metal-lined and shall have a slope not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting the slope requirements may be used provided they discharge into a hopper before distribution.

5.4.4 Pumping or pneumatic conveying equipment shall be without "Y" sections, and with adequate pumping capacity. The equipment shall be cleaned at the end of each operation. Pneumatic placement shall be controlled so that separation is not apparent in the discharged concrete. The maximum loss of

slump in pumping or pneumatic conveying equipment shall be 1-1/2 inches.

5.4.5 Contractor shall provide at the site a standby concrete pumper, pneumatic pump, and belt conveyor when using conveying equipment to place concrete. Unit shall be fully operable.

5.5 Depositing: Concrete shall be deposited continuously or in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section. If a section cannot be placed continuously, construction joints shall be located at points as provided for in the drawings. Placing shall be carried on at such a rate that the concrete that is being integrated with fresh concrete is still plastic. Concrete that has partially hardened or has been contaminated by foreign materials shall not be deposited. Temporary spreaders in forms shall be removed when the concrete placing has reached an elevation rendering their service unnecessary. They may remain embedded in the concrete only if made of metal or concrete and if prior approval has been obtained. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to flowing or rehandling and shall drop vertically into the center of the forms. In no case shall concrete be allowed to fall more than five feet. Drop chutes or other approved devices shall be used.

5.6 Where surface mortar is to be the basis of the finish, the coarse aggregate shall be worked back from the forms with a suitable tool so as to bring a full surface of mortar against the form without the formation of excessive surface voids. All concrete shall be consolidated by vibration, spading, rodding or forking so that the concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting or planes of weakness. Mechanical vibrators shall have a minimum frequency of 7,000 revolutions per minute and shall be operated by competent workmen. Overvibrating and use of vibrators to transport concrete within forms shall not be allowed. Vibrators shall be inserted and withdrawn at many points, from 18 to 30 inches apart. At each insertion the duration shall be sufficient to consolidate the concrete but not sufficient to cause segregation, generally from 5 to 15 seconds duration. A spare vibrator shall be kept on the job site during all concrete placing operation.

5.7 Weather Conditions:

5.7.1 Unless adequate protection is provided on site, concrete shall not be placed in rain, sleet, or snow. Rainwater shall not be allowed to increase the mixing water or to damage the surface finish.

5.7.2 When the mean daily temperature falls below 40°F., the minimum temperature of concrete in place shall be 50°F. Insulated blanketing shall cover the concrete for 48 hours minimum and 50°F minimum concrete temperature shall be maintained.

5.7.3 Concrete deposited in hot weather shall have a placing temperature of less than 90°F, and which will not cause difficulty from loss of slump, flash set or cold joints.

6. JOINTS

6.1 Construction Joints: Construction joints shall be made as shown on the plans. When joints not shown on the plans, they shall be placed so as to least impair the strength of the structure by ACI Standards.

6.1.1 All reinforcing bars and welded wire fabric shall continue across construction joints. Construction joints shall conform to the details shown on the plans and shall be keyed as shown. Construction joints shall be thoroughly wetted immediately before the new concrete is placed.

6.1.2 The surface of the concrete at all joints shall be thoroughly cleaned and all laitance shall be removed. Immediately before placing fresh concrete, the surface of the existing concrete at the joint shall be dampened but not saturated. The edges of all joints that are exposed to view shall be carefully finished true to line and elevation.

6.2 Expansion and Contraction Joints:

6.2.1 Per Drawing details

6.2.2 Reinforcement or other embedded metal items bonded to the concrete shall not be permitted to extend through any expansion joint.

6.2.3 Premolded expansion joint filler shall be closed cell polyurethane foam. The joint shall be sealed with multi-part urethane non-staining, gray, gun grade, installed in accordance with the manufacturer's recommendations.

6.2.4 Water Stops: Each piece of PVC Waterstop shall be of maximum practicable length in order that the number of splices be held to a minimum. Joints at intersections and at ends of pieces shall be made according to the manufacturer's recommendations and shall develop watertightness fully equal to that of the continuous waterstop material. Care shall be taken during installation of the waterstops so that no leakage will occur across the joint. Expansive waterstops shall be bentonite butyl rubber compound equal to Volclay Waterstop-RX.

6.2.5 Construction joints shall be located at expansion joint locations wherever possible. Construction joints at other locations shall be keyed.

6.2.6 All joints shall be sealed, using a multi-part pourable Urethane sealant.

7. FINISHES

7.1 General: After removal of forms the concrete shall be given finishes specified herein.

7.2 Walls, Exposed: All necessary patching shall have been done immediately after forms have been removed and rubbing shall be completed not later than the following day. Surfaces shall be wetted and rubbed with carborundum brick or other abrasive until a uniform color and texture are produced. No cement grout or slush shall be used other than the cement paste drawn from the green concrete itself during the rubbing process.

7.3 Related Unformed Surfaces: Tops of walls and similar unformed surfaces occurring adjacent to formed surfaces shall be struck smooth after concrete is placed and shall be floated to a texture reasonably consistent with that of the formed surfaces. Final treatment on formed surfaces shall continue uniformly across the unformed surfaces.

7.4 Slab Finishes: All concrete slab shall be given a troweled finish. After the concrete has been placed, struck off, consolidated, and leveled, the concrete shall be worked with trowels. Hand floating with wood or cork-faced floats shall be used. Trueness of surface shall be rechecked at this state with a 10-foot straightedge applied at not less than two different angles. All high spots shall be cut down and all low spots filled during this procedure by a 10-foot straightedge placed anywhere on the slab in any direction.

7.5 Walkway slabs and established for walking or driving surfaces shall be given a medium transverse scored texture by drawing a broom or burlap belt across the surface. This operation shall follow immediately

after floating.

8. PATCHING

- 8.1 General: All tie holes and all repairable defective areas shall be patched immediately after form removal.
- 8.2 Defective Areas: All honeycombed and other defective concrete shall be removed down to sound concrete. The area to be patched and an area at least six inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar. A bonding grout shall be prepared using a mix of approximately one part cement to one part fine sand passing a No. 30 mesh sieve, shall be mixed to the consistency of thick cream and shall then be well brushed into the surface.
- 8.3 The patching mixture shall be made of the same material and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 1 part cement to 1½ parts sand by damp loose volume. White portland cement shall be substituted for a part of the gray portland cement on exposed concrete in order to produce a color matching the color of the surrounding concrete as determined by a trial patch.
- 8.4 The quantity of mixing water shall be no more than necessary for handling and placing. The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel without addition of water until it has reached the stiffest consistency that will permit placing.
- 8.5 After surface water has evaporated from the area to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied. The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface. To permit initial shrinkage, it shall be left undisturbed for a least one hour before being finally finished. The patched area shall be kept damp for seven days. Metal tools shall not be used in finishing a patch in a formed wall that will be exposed.
- 8.6 Tie Holes: After being cleaned and thoroughly dampened, the tie holes shall be filled solid with patching mortar.
- 8.7 Proprietary Materials: If desired by the Contractor, proprietary compound for adhesion or as patching ingredients may be used in lieu of or in addition to the foregoing patching procedures. Such compounds shall be used in accordance with the manufacturer's recommendations and shall be Standard Dry Wall products, or approved equal.

9. CURING AND PROTECTION

- 9.1 General: Exposed surfaces of concrete shall be protected from premature drying and excessively hot or cold temperatures for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- 9.2 Curing: Initial curing shall immediately follow the finishing operation. Concrete shall be kept continuously moist at least for 24 hours by one of the following materials or methods:
 - 9.2.1 Ponding or continuously sprinkling.
 - 9.2.2 Absorptive mat or fabric kept continuously wet.
 - 9.2.3 Sand or other covering kept continuously wet.
- 9.3 Immediately following the initial curing and before the concrete has dried, final curing shall be

accomplished by one of the following materials or methods:

9.3.1 Continuation of method used for initial curing.

9.3.2 Waterproof paper conforming to "Specifications for Waterproof Paper for Curing Concrete", ASTM C171.

9.4 The final curing shall continue for a cumulative number of seven days, not necessarily consecutive, during which the temperature of air in contact with the concrete is above 50°F. If high-early-strength cement has been used, the final curing shall continue for a total of three days. When the mean daily temperature of the atmosphere is less than 40°F., the temperature of the concrete shall be maintained between 50°F. and 70°F. for the required curing period. When necessary, arrangements for heating, covering, insulating or housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature and moisture conditions without injury due to concentration of heat.

9.5 During hot weather, arrangements for installation of windbreaks, shading, spraying, sprinkling, ponding or wet covering shall be made in advance of placement and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.

9.6 Changes in temperature of the concrete shall be as uniform as possible and shall not exceed 5°F. in any one hour or 50°F. in any 24-hour period.

9.7 Protection from Mechanical Injury: During curing the concrete shall be protected from damaging mechanical disturbance, heavy shock or excessive vibration. All finished surfaces shall be protected from damage caused by construction equipment, materials or methods and rain or running water.

10. EVALUATION AND ACCEPTANCE OF CONCRETE ON BASIS OF COMPRESSIVE STRENGTH

10.1 For each class of concrete listed in paragraph 3.2, the minimum frequency of taking samples for strength tests shall be either per day or per project, the more stringent to govern.

10.2 Per day, the number of strength tests shall be not less than one per day, not less than one per 20 cu. Yd. Concrete placed, nor less than one for each 1,000 square foot of wall and/or slab surface area.

10.3 Per project, the number of strength tests shall be not less than five (5) strength tests from five (5) randomly selected batches, or from each batch if less than five (5) batches are placed.

10.4 A strength test shall be the average of two cylinder compressive strength determinations.

10.5 Concrete test specimens shall be taken in conformance with ASTM C31, latest revision.

10.6 The strength level of a class of concrete shall be considered acceptable if both the following criteria are met:

No single test strength (average of at least two cylinders from single sample) shall be more than 500 psi below the specified 28-day compressive design strength:

The average of any three consecutive test strengths must equal or exceed the specified 28-day compressive design strength.

10.7 Concrete not meeting the criteria of 11.4 may be reevaluated using spare cylinders, or sampled per

ASTM C42, and tested. Concrete shall be considered compressive strength adequate if the average test strength of the three cores is 85% of the specified compressive strength, and no single core strength is less than 75% of the specified compressive strength.

11. FORMS

- 11.1 Forms shall be true and rigid and built to the line, shape, and grade shown on the plans. They shall be made of sound and reasonably smooth lumber, plywood, or steel. Joints shall be mortar tight and forms shall be tied and braced to prevent any bulging or deflection during concreting. Cut cleanouts at bottom as required for removal of sawdust and debris. The Engineer's approval of the forms is required before placing concrete.
- 11.2 Before re-using forms, or when using second-hand lumber for forms, they shall be cleaned and all nails removed therefrom. Immediately before pouring, all forms shall be thoroughly cleaned of all dirt, debris, and foreign matter.
- 11.3 Forms for exposed concrete beams, girders, columns, pilasters and walls shall provide for a one (1) inch radius or flat bevel on external corners.

12. AIR-ENTRAINMENT AND SLUMP

- 12.1 Air entrainment determinations and slump tests shall be conducted at not less than the frequency of compressive strength samples are taken of concrete placed.

13. CONCRETE CURB AND GUTTER

- 13.1 Concrete shall be placed on a base of aggregate, contiguous with the base for street paving. Forms shall be metal or sound dressed lumber, straight, free from warp, of sufficient strength to resist springing during construction, and of a height equal to the full depth of the item to be constructed. The forms shall be thoroughly cleaned, well oiled, securely staked, braced, and held to the required line and grade. A template shall be used to achieve the proper curb and gutter cross section. The slope of the gutter shall provide positive drainage without causing any ponding. Contractor shall notify Engineer if proper slopes cannot be obtained prior to constructing curb.
 - 13.1.1 In lieu of the forming requirements specified in Section 11, slip form methods may be used for placement of concrete curb, concrete gutter, curb and gutter, and paved ditch providing proper lines, grades, and typical sections are maintained.
- 13.2 Required reinforcement and tie bars shall be held in the designated position during the placing of concrete by bar chairs or other approved devices. Joints shall be constructed at intervals and locations shown on the plans or as directed by the Engineer.
- 13.3 Concrete shall be placed on the prepared and sprinkled subgrade, compacted and struck off to the required thickness. Concrete shall be tamped or vibrated sufficiently to eliminate all voids and to bring mortar to the top, after which the surface shall be finished smooth and even. All edges shall be rounded with an edging tool. Faces of curbs shall be rounded at the top and bottom, by means of an approved tool, to the radius shown. All concrete will be given a light broom finish and shall be sprayed with a liquid membrane-forming compound or as specified by the Engineer.
- 13.4 After the concrete has set sufficiently, the forms shall be removed, and where necessary, the Contractor shall backfill adjacent to the concrete with suitable material, compacted and finished in a satisfactory manner.

- 13.5 Crack Control Joints: When the concrete curb and gutter has cured sufficiently to allow saw cuts to be made without raveling, and within 36 hours, the Contractor shall saw crack control joints. These shall be cut at intervals of 10 feet, or as directed by the Engineer. Sawing of the joints shall be considered as a part of the curb and gutter construction, with no extra compensation provided.

14. MEASUREMENT AND PAYMENT

- 14.1 Measurement: Concrete for box culverts, sidewalks, paved ditch, curb and gutters, driveways, pavement, or other miscellaneous concrete will be measured per specific unit price stated in the Bid Schedule for the specified thickness and shall be considered full compensation for the specified work.

- 14.2 Payment: The various items will be paid for at the contract price bid for individual items as shown on the Contract Bid Schedule. Such price and payment shall constitute full compensation for all materials, tools, labor, equipment, testing and mix proportioning required to complete this section.

14.2.1 ADA Ramps shall be measured and paid for on a per each unit basis as shown in the Bid Schedule for the specified type. The cost shall be considered full compensation to include all labor, equipment, and materials to construct ADA ramps to the proper geometric configurations, slopes and grades, including furnishing and installing truncated domes and color contrasting per specification.

SECTION 03 39 01 - COLD WEATHER CONCRETING PROCEDURES

1. GENERAL

- 1.1 Description: This section consists of procedures to be followed when mixing, placing, and curing concrete in cold weather.
- 1.2 Definition: Procedures called out in this section shall be followed when the ambient temperature falls below 40°F. No concrete shall be placed when the temperature falls below 22°F.

2. CONCRETE PLACEMENT

- 2.1 Concrete Temperature: When the ambient temperature falls below 40°F, the minimum temperature of concrete as placed shall be 50°F.
- 2.2 Preparation Before Placement: The inside of forms, reinforcing steel, and embedded fixtures shall be free of all snow and ice at the time concrete is placed. Concrete shall not be placed on a frozen subgrade. If the subgrade is frozen, concreting shall be delayed until the ground thaws sufficiently to insure that it will not freeze again during the curing period.

3. CONCRETE MIXING

- 3.1 As-Mixed Temperature: To maintain the temperature of the concrete above the minimum placing temperature required in Paragraph 2.1, the as-mixed temperature shall not be less than 55°F when the ambient temperature falls below 40°F.
- 3.2 If the water or aggregate has been heated, the water shall be combined with the aggregate in the mixer before cement is added. Cement shall not be added to mixtures of water and aggregate when the temperature of the mixture is greater than 100°F.

4. CURING AND PROTECTION

- 4.1 Concrete Protection: When the ambient temperature of the air falls below 40°F, the concrete shall be protected during the required curing period by one of the methods outlined below. The Contractor shall make arrangements for protecting the concrete and shall gain approval of the method from the Engineer prior to placement of the concrete.
 - 4.1.1 Insulation Blanket: The concrete may be protected by the use of commercial insulating blanket or bat insulation. The effectiveness of insulation shall be monitored by the Resident Project Representative by placing a thermometer under the insulation in contact with the concrete. If the temperature of the concrete is below 50°F, additional insulating material shall be applied. Extra care shall be taken to prevent corners and edges of the concrete from freezing.
 - 4.1.2 Dry Straw: Concrete may be protected by using dry straw, 12 inches to 24 inches thick. Tarpaulins, canvas, or waterproof paper shall be used to protect the straw. The temperature of the concrete shall be checked as specified in Paragraph 4.1.1 of this section and additional straw shall be applied if necessary.
 - 4.1.3 Heated Enclosures: The concrete may be protected by an enclosure constructed of wood framework covered with tarpaulins or plastic sheets. The enclosure shall be sturdy and reasonably airtight, with ample space provided between concrete and enclosure to permit free circulation of warm air. The enclosure shall be heated by live steam, steam in pipes, oil-fired blowers, or salamanders. If a

fuel-burning heater is utilized, care shall be taken to prevent drying of the concrete and to prevent injury due to concentration of heat or carbon dioxide. Arrangements for heating the enclosure shall be made and approved by the Engineer prior to placement of the concrete. Air temperature within the enclosure shall be lower than 50°F and no higher than 70°F.

- 4.2 Required Curing Period: The curing shall continue for a cumulative number of seven days, not necessarily consecutive, during which the temperature of the air in contact with the concrete is 50°F or above. If high-early-strength cement has been used, the curing shall continue for a total of three days.

5. MEASUREMENT AND PAYMENT

- 5.1 Cold weather concreting procedures shall be considered incidental to the performance and perfection of the contract and shall not be paid for or measured as a separate item.

SECTION 03 39 02 - HOT WEATHER CONCRETING PROCEDURES

1. GENERAL

- 1.1 Drawings and general provisions of Contract, including General and Supplemental General Conditions and other Division Specification Sections apply to the work of this section.
- 1.2 Description: This section specifies procedures to be followed when mixing, placing, and curing concrete in weather when the ambient temperature of the air rises above 85°F.
- 1.3 Work with Portland cement concrete, when ambient temperatures are above 85°F, shall conform to standards and recommendations prescribed in ACI 305R, "Hot Weather Concreting", published by the American Concrete Institute, Detroit, Michigan, except as modified by these specifications.

2. CONCRETE PLACEMENT

- 2.1 Concrete Temperature: Concrete placed in hot weather (ambient temperature above 85°F) shall have a temperature less than 75°F when placed.
- 2.2 Preparations: Forms, reinforcing steel, subgrade and embedded items shall be sprinkled with water immediately prior to concrete placement.

3. CONCRETE MIXING

- 3.1 Ingredients: The ingredients shall be cooled before mixing if necessary to maintain the temperature of the concrete below the maximum placing temperature required in paragraph 2.1.

4. CURING AND PROTECTION

- 4.1 Curing Procedures: During hot weather, arrangements for installation of windbreaks, shading, spraying, sprinkling, ponding, or wet covering shall be made in advance of placement, and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.

SECTION 31 10 00 - TREE REMOVAL, CLEARING AND GRUBBING

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing all labor, materials, equipment, and tools necessary for performing all operations for tree removal and for all clearing and grubbing within the construction area as necessary to complete the improvements.

2. EXECUTION

2.1 Clearing & Tree Removal:

2.1.1 Clearing and tree removal shall consist of clearing the surface of the ground in the construction areas of all trees, stumps, roots, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, debris, and rubbish of any nature.

2.1.2 Trees, stumps, roots, brush, and other vegetation in the areas to be cleared shall be cut below the original ground surface.

2.1.3 Trees and vegetation designated to remain standing shall be protected from any demand incidental to the clearing, grubbing, and construction operations.

2.2 Grubbing:

2.2.1 Grubbing shall consist of the removal and disposal of stumps, roots larger than two (2) inches in diameter, and matted roots from the construction areas. This material shall be removed to a depth of no less than twelve (12) inches below the original surface of the ground or twelve (12) inches below finished grade, whichever is the lower elevation.

2.2.2 Depressions created by grubbing operations shall be filled with suitable material and compacted.

2.3 Disposal of Materials:

2.3.1 All cleared and grubbed material, including trees, stumps, roots, vegetation, organic material, rubbish, and otherwise, shall be removed from the project site and disposed of in accordance with federal, state, and local laws.

2.3.2 Burning of debris on the site will not be permitted. Debris shall be removed from the site and taken to the City's tree disposal site on North Schifferdecker.

3. MEASUREMENT AND PAYMENT

- 3.1 Shall not be measured or paid for, but shall be considered incidental to the performance and perfection of the contract.

SECTION 31 22 19 - FINISH GRADING

1. GENERAL

- 1.1 Description: The work of this section consists of bringing to finish grade the site and furnishing all labor, materials, tools, and equipment necessary to complete this section.
- 1.2 The work described in this section shall be performed on all areas of previously established lawns, yards, parkways, areas with grass, etc. that are disturbed by construction activities and areas required for transition grading, except those areas noted on the drawings to receive crushed stone, asphalt, or concrete surfacing. This work shall also include all other remaining areas that require backfilling, finish grading and contouring to address areas adjacent to and affected by project activities.
- 1.3 The work shall also include the complete removal of all roads, sidewalks, parking lots, driveways, and paving materials including all areas as specified on the plans.
- 1.4 The work shall also include providing 4-inches of topsoil for all areas specified in these specifications and/or as indicated on the plans.

2. EXECUTION

- 2.1 The Contractor shall grade the earth to match surrounding grades and as directed in the field by the Resident Project Representative. The work includes, but is not limited to, backfilling behind new and/or existing curb and gutters, driveways, structures, paving or other improvements necessary for the completion of the project. The work shall also include linear and transition grading around culverts, ditches and break lines as need to produce smooth linear transitions for the construction of inlet and outlet ditches, drainage structures and at match existing locations.
- 2.2 The top four inches of all excavated areas to be seeded or other areas indicated on the plans shall consist of topsoil. Topsoil shall not be placed until the area has been shaped, trimmed, and smoothed, and if the existing surface has become hardened or crusted, it shall be disked or raked so as to provide a bond with the layer of topsoil. The surface of the topsoil shall be free from lumps, rocks and clods and shall conform to the lines and grades shown on the drawings.
- 2.3 Areas within the construction limits shall be graded smooth and left with a neat, clean and sightly appearance. The final grade around all structures shall be pitched to drain water away from the structures and toward the roadside ditches and natural drainage ways.
- 2.4 The Contractor shall make all necessary arrangements for the procurement of adequate topsoil to fully cover the designated areas. This will require obtaining topsoil from a location outside the project property.
- 2.5 In areas where removal of roads, sidewalks, parking lots, driveways, and paving materials are specified, the Contractor shall make all necessary arrangements to completely remove all roadway, street and paving materials. Following removal, the area shall be filled with topsoil to bring the grade to a level/uniform elevation and graded according to the specifications in this Section.
- 2.6 Roadways shall be brought to the required grade and cross section within reasonable tolerances by backsloping, parabolic rounding of break lines, ditching, removing stone and boulders from the roadbed surface, or any other work necessary including drifting and hauling of any excavated material. A reasonable tolerance in alignment will be defined as a maximum gradual deviation of 1 foot, free of sharp breaks, to take advantage of favorable topography. Gradual deviation in alignment will be

permitted, if necessary to center an existing drainage structure that is to be used in place. A reasonable tolerance in grade will be defined as a final grade that is uniform in appearance, free of sharp breaks or humps, and within 3 inches of plan grade provided that the grading promotes adequate drainage.

- 2.7 Stumps, roots, rubbish or any other deleterious material shall not be placed in embankments. Where an embankment less than 2 feet high is to be constructed, all vegetative matter shall be cut and removed from the surface upon which the embankment is to be placed. The cur-over surface shall be thoroughly broken. All ditches, including inlet and outlet ditches, shall be cut to grades that will properly drain. The required cross section for inlet and outlet ditches leading to or from structures shall be of a width no less than the width of the floor or the diameter of the structure being served. Finishing operations shall continue until the roadbed is free from sharp breaks in alignment and grade. And until the roadbed has been shaped to the required cross section. Material considered unsuitable for the subgrade shall be disposed of on nearby slopes or as otherwise directed by the engineer.

3. MEASUREMENT AND PAYMENT

- 3.1 Finish grading shall be paid for on a lump sum price as set forth in the Bid Schedule and shall include the entire project area as shown on the plans including all incidental areas extending from the project as needed to transition to existing and favorable topography.

SECTION 31 23 13 - SUBGRADE COMPACTION

1. GENERAL

- 1.1 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 the placement of granular stone base.
- 1.2 The contractor shall perform this work on the subgrade at all locations beneath the aggregate stone base.

2. CONSTRUCTION REQUIREMENTS

- 2.1 The subgrade and base rock 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. The material shall be compacted to produce a subgrade having a density not less than 95% of maximum density within 2% of the optimum moisture of the material, by the use of approved equipment producing satisfactory results.
- 2.2 If the required subgrade density cannot be obtained by moisture control and compaction of the upper 6 inches, the unsuitable material shall be excavated and replaced with satisfactory fill material compacted in layers not to exceed 6 inches. Each 6-inch layer shall be processed, wetted, or dried as necessary, and compacted to the required density. No extra compensation will be made for removal of unsuitable material and the work shall be considered incidental to the contract.
- 2.3 It will be necessary for the contractor to make arrangements with a testing laboratory to obtain the proctor for the soil to be tested. Arrangements for a proctor should be performed as soon as possible so that compaction testing can be completed. If the contractor chooses to use a borrow site for backfill material, a proctor should also be completed for the borrow material. All results for compaction testing, soil properties and proctor results shall be submitted to the engineer.

3. MEASUREMENT AND PAYMENT

- 3.1 Subgrade compaction shall not be measured or paid for separately but shall be included and considered incidental to the subgrade preparation.

SECTION 31 23 19 - DEWATERING

1. GENERAL

- 1.1 Description: The work of this section consists of completing all dewatering work necessary for the initiation and prosecution of elements of work specified elsewhere.

2. MATERIALS - None

3. EXECUTION

- 3.1 Workmanship: Maintain all excavations and trenches free from water at all times while construction is in progress. Prevent surface runoff water from collecting in excavations or trenches or running down the faces of the excavated cut or fill slopes, causing sloughing or caving, ponding in excavated areas or saturating the soils below foundations of structures by adjusting grades to provide temporary drainage facilities. The Contractor shall furnish and operate sufficient pumps and appliances and provide all materials, labor, etc. required to prevent interference with any work by water, ice, or snow. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be made good by the Contractor at his own expense. No structure or pipes shall be laid in water, and water shall not be allowed to run into or over any concrete work or pipe, or into or through any pipe unless by special permission given in writing by the Engineer. Contractor shall obtain approval of the Engineer as to methods and location of pumpage discharge. When groundwater is found which, in the opinion of the Engineer, affects the safety or usefulness or satisfactory operation of any of the permanent work, he may direct special provisions to be taken. Such special work shall be performed and extra compensation shall be as established by written change order.

SECTION 31 23 23.13 - GRANULAR STONE BEDDING AND BACKFILL

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing, hauling, placing, and compacting of granular stone for bedding beneath and around structures and for granular stone backfill at locations shown on the drawings.

2. MATERIALS

- 2.1 Granular Stone Pipe Bedding: Aggregate material shall be crushed limestone consisting of aggregate particles meeting the requirements of ASTM C-33, latest revision, gradation 67, 1-inch to No. 8 size as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1"	100
3/4"	90 - 100
3/8"	20 - 55
No. 4	0 - 10
No. 8	0 - 5

- 2.2 Granular Stone Backfill: When granular stone backfill is required, the aggregate shall be well-graded, granular, crushed stone limestone identical to the stone pipe bedding material specified in paragraph 2.1.

3. EXECUTION

- 3.1 Granular Stone Pipe Bedding: Granular stone shall be placed in the trench and shaped so as to provide uniform support for the bottom quadrant of the pipe barrel. The bedding shall be not less than six (6) inches in thickness below the bottom of the pipe. Following placement of the pipe, the trench shall be filled with granular stone bedding material to a minimum compacted depth of six (6) inches above the pipe bell. Bedding installation in the trench shall be to the widths and depths as shown on the drawings.
- 3.2 Granular Stone Backfill: Granular stone of the specified gradation shall be utilized to backfill the trench where called for on the drawings and shall be placed in the trench in 24-inch layers and compacted to a density of not less than 95% of standard density as set forth in Section 31 23 23.23 – COMPACTION CONTROL AND TESTING.

4. MEASUREMENT AND PAYMENT

- 4.1 Granular Stone bedding and backfill shall not be measured for payment as a separate bid item, but shall be considered incidental to the element of construction for which payment is remitted.

SECTION 31 23 23.23 - COMPACTION CONTROL AND TESTING

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all equipment, labor, materials, and incidentals to compact the various fill areas. Also, the Contractor shall provide the necessary on-site sampling and testing facilities and equipment.

2. MATERIALS

None.

3. EXECUTION

- 3.1 Compaction Requirements: Compaction requirements for soils as controlled by methods of testing described herein are as follows:

Range A - In place compacted density of soil shall be equal to or greater than ninety-five (95) percent of maximum density at optimum moisture content.

Range B - In place compacted density shall be equal to or greater than ninety (90) percent of the maximum density at optimum moisture control.

Range C - In place compacted density shall be equal to or greater than eighty (80) percent of the maximum density at optimum moisture.

Density range for compaction shall be as stated on the drawings or as specified herein. Compaction requirements for granular stone or sand, as controlled by methods of testing described herein shall be to a density of not less than ninety (90) percent of the referenced density.

3.1.1 Range B Compaction shall be attained for all compacted fill and in cut areas.

- 3.2 Compaction Operations:

3.2.1 Trenches & Adjacent to Structures - Compaction shall be achieved using manually operated mechanical tampers or towed and self-propelled drum and vibrator tampers.

3.2.2 Roadways & Fills: Compaction shall be achieved using rollers, vibrators, compactors, or mechanical tampers.

3.2.3 Variances: The use of water jetting or similar techniques of compaction is prohibited as the sole means for compaction.

- 3.3 Moisture Content & Control:

3.3.1 Content: The moisture content requirements as determined under the methods of testing described herein are as follows:

Range A Compaction: The moisture content of the soil at the time of compaction shall be uniform and shall be not higher than four (4) percentage points above the optimum nor lower than the optimum of the soil involved.

Range B Compaction: The moisture content of the soil at the time of compaction shall be uniform and shall not be lower than three (3) percentage points below the optimum moisture content of the soil involved.

Range C Compaction: The moisture content of the soil at the time of compaction shall not be lower than five (5) percentage points below the optimum moisture content of the soil involved.

Compaction of Granular Stone or Sand: The moisture content shall be not less than ten (10) percentage points below the optimum content at the time of compaction.

3.3.2 Control:

3.3.2.1 Water Application: The moisture content of the soil at the time of compaction shall be within the moisture range designated. When the natural moisture content of the embankment soil does not fall within the required moisture range, water shall be added or the material shall be aerated, whichever is needed to adjust the soil to the proper moisture content. Water may be transported or distributed from calibrated tank trucks, or the water may be added to the soil in the borrow and cut areas before hauling, as long as the moisture content of the soil at the time of compaction is uniform and within the designated moisture range.

3.3.2.2 Testing: No water shall be added without the consent of the Resident Project Representative and without providing him adequate opportunity to measure the quantities used. The amount of water to be added shall be only that amount that will, as determined by the field moisture tests, provide a moisture content in the soil to be within the required range plus a reasonable amount to compensate for evaporation and other unavoidable losses. Satisfactory methods and sufficient equipment shall be used for the furnishing and handling of the water so there will be no undue loss due to evaporation. If water is added to cut areas or borrow pits, the surfaces of the areas or pits shall be maintained in such a manner that will prevent undue loss of moisture.

3.3.2.3 Visual Control: From other than the results of the moisture content test, the moisture content of the soil being compacted shall be considered as being too high to ensure compaction when after repeated rollings with the sheepfoot roller, the roller continues to pick up excessive amounts of soil and refuses to "build up" so that the tamping feet eventually ride the compacted surface.

3.4 Compacting Equipment:

3.4.1 Sheepfoot Rollers: Sheepfoot rollers shall conform to the following requirements: Tamping or sheepfoot rollers shall consist of metal rollers, drums, or shells, surmounted by metal studs with tamping feet projecting not less than six and one-half (6½) inches from the surface of the rollers, drum or shell. Tamping feet shall be spaced not less than six (6) inches, nor more than twelve (12) inches measured diagonally center to center; and the cross-section area of each tamper foot, measured perpendicularly to the axis of the stud, shall not be less than four (4) nor more than twelve (12) square inches. The weight of tamping rollers shall be such that, when fully loaded, the load on each tamper foot shall not be less than two hundred (200) pounds per square inch of cross-sectional area. The load per tamper foot will be determined by dividing the total weight of the roller (loaded) by the number of tamping feet in one (1) row parallel to the axis of the roller.

3.4.2 Pull-Type Steel Rollers: Pull-type steel rollers shall not have less than forty-eight (48) inches effective width of roll and shall be designed and constructed so that the weight per lineal inch of roll can be varied from two hundred (200) to at least three hundred (300) pounds.

3.4.3 Trench Rollers, Self-Propelling: The trench roller shall be an approved type and shall weigh not less than three hundred (300) pounds per inch of width.

3.4.4 Manually Operated Compactors: Equipment shall be in good mechanical condition and shall be capable of transmitting forceful vibrations or impacts to the various materials placed in construction.

4. SOIL TESTING

4.1 Testing Methods: Density tests, as prescribed in these specifications, will be made on the soil to be used in the construction of the project to determine a reference density, an optimum moisture content, and the moisture range applicable to the soil required to attain specified compaction. The field density and actual moisture content of the compacted material shall also be determined as prescribed previously herein.

4.1.1 Reference Density: The maximum laboratory density as determined by the specified compaction test shall be the density to which the field density is referred for comparison or percentage of these for each type of soil used in the work. Density shall be determined by procedures stipulated in ASTM D698.

4.1.2 Optimum Moisture: The optimum moisture content shall be the moisture content corresponding to the maximum density on the specified compaction test curve.

4.1.3 Moisture Range: The moisture range shall be the limits of moisture content of the soil with the optimum as a reference.

4.1.4 Field Density: The field density shall be the density of the in-place compacted material determined by the field density test. If an in-field density test shows results below the minimum requirements, the lift or area in question shall be retested after additional compactive efforts are performed. If the original in-field density test results are more than two percentage points below minimum requirements, additional tests are required, and the area in question shall be scarified and recompacted. Additional testing and scarification shall be performed by the contractor without any additional payment and shall be considered incidental to the completion of the project.

4.1.5 Moisture Content: The moisture content shall be the actual moisture content of the soil in the compacted embankment or fill at the time of compaction.

4.2 Scope of Tests:

4.2.1 Borrow Areas: All areas selected to supply backfill and area fill materials requiring a specified density shall have moisture-density relationships determined by ASTM Designation D-698, when the soil is initially excavated. In-place density of compacted soil shall be tested in accordance with ASTM Designation D2167-63T, D2922, or D1556, latest revision, to determine compliance with specifications. Specific testing locations will be determined by the Engineer.

4.2.2 Granular Stone & Sand: Granular stone and sand shall have moisture-density relationships determined by ASTM Designation D2049. In place density shall be determined by ASTM Designation D2167, ASTM D-698, or D2922.

4.2.3 Compacted Soil Sub-Base Supporting Concrete, Steel, or Masonry Structures: Density shall be determined by a minimum of three samples and/or tests per structure, or two samples and/or tests per 1000 S.F. of area, for each two lifts of fill by ASTM Test Designation D2167-63T, D2922, or D1556.

4.2.4 Compacted Soil Sub-Base Supporting Rigid & Flexible Pavements & Crush Stone Surfacing: Density shall be determined by a minimum of three samples and/or tests, or two samples and tests per 500 S.Y. of area, for each 6 inches of fill per ASTM D2167, D2922, or D1556.

4.2.5 Compacted Granular Stone or Sand Supporting Concrete, Steel, Masonry Structures, Rigid and Flexible Pavements: Density shall be determined by a minimum of three samples and/or tests, or one sample and/or test per 100 S.Y. of area, whichever is greater, per ASTM D2167, D2922, or D1556.

5. MEASUREMENT AND PAYMENT

- 5.1 Measurement: Compaction will not be measured separately for payment and will be considered incidental with the compacted fill, backfill, grading, and hauling requirements.
- 5.2 Payment: Compaction will not be paid for separately and is considered to be included in the price for which it is apart. Additional testing, if required by the Engineer for further verification of the embankment or fill compaction, will be considered incidental to the completion of the project and no additional payment will be made.

SECTION 31 23 23 - TRENCHING, BACKFILLING, AND COMPACTING

1. GENERAL

- 1.1 The work of this section consists of excavation of trenches, pits, and associated incidental elements relating to the construction of underground lines, structures, and appurtenances and the backfilling of these excavations. There will be no distinction made in any definition or classification of excavation covered by this section between wet or dry materials below the surface of the earth. Trench excavation shall be considered as unclassified, which shall consist of all material of whatever character encountered in the work, including soil, fragmented rock, water, or other materials. Solid rock excavation will be considered separate.
- 1.2 Protection of Adjacent Property: The Contractor shall protect all excavations and trenches from settlement or displacement by approved means of bracing and shoring. All existing underground utilities and structures and surface improvements, and structures shall be protected, and their functional purpose preserved.

2. MATERIALS

- 2.1 Stone Backfill: All trenches located beneath sidewalks, drives, and roads shall be backfilled with well-graded, granular crushed stone, gravel, or chat.
- 2.2 Earth Backfill: Earth backfill shall be earth previously excavated from the trench, free from perishable matter, frozen soil, and other material liable to become unstable when saturated with water and compacted.
- 2.3 Select Backfill: Where previously excavated earth is determined by the Engineer to be unsuitable for backfill, the Contractor shall obtain and place earth from areas within the project site designated for borrow.

3. CONSTRUCTION

3.1 Trench Excavation:

3.1.1 All trench excavation shall be made with a sufficient working space to permit the placing, inspection, and completion of all work called for in the contract. Excavated material that is unsuitable for backfill and all boulders exposed by trenching shall be removed from the work area. Trenches shall be excavated in accordance with the drawings for trench width relative to trench depth.

3.1.2 Should the trench be excavated more than six (6) inches below grade, the Contractor shall use only compacted earth or granular stone bedding material to establish grade.

3.1.3 Trench excavation shall in all cases be continuous from the ground surface to the established trench depth. Materials excavated shall be stockpiled at the sides of the trench and within established area limits so as to minimize inconvenience and damage to vegetation and structures in the area.

3.1.4 When unstable ground is encountered, the trenching shall be carried out utilizing trench shoring, bracing and shields to prevent cave-ins.

- 3.2 Lines and Grade for Trench Excavation: The Contractor shall furnish and set all stakes for the lines as shown on the plans and shall furnish and set up for underground construction, all batter boards required

therefore and shall provide all required labor for setting stakes and boards. The Contractor shall be held responsible for verification of lines as established and shown on the plans. The Engineer may check the line and depth at any given point in the trench.

- 3.3 Sheeting, Shoring Or Bracing: Sheeting, shoring or bracing shall be placed by the Contractor wherever necessary for the proper preserving of any excavation, embankment or structure. Where the ground is of such a character or other conditions are such as to render it necessary, the sheeting shall be closely driven and to such depth below the lowest point of the final excavation as may be directed. The Contractor shall be held responsible for the sufficiency of all sheeting and bracing used and for property damaged as the result of improper quality, strength, placing, maintaining or removing the same. No extra compensation will be made for sheeting and bracing whether left in place or removed. The Contractor shall, at his own expense, shore up, protect and insure from injury all building, retaining walls, piers and footings, storm sewers, sanitary sewers, gas lines, water lines, fences, curbs, streets or other property liable to be injured during the process of the work, and he will be held responsible for all damage which may occur by reason of prosecution of the work. Sheeting, shoring and bracing shall be provided, installed, and maintained to protect the excavation and insure open trench operations.
- 3.4 Groundwater: When groundwater is found which, in the opinion of the Engineer, affects the usefulness or satisfactory operation of any of the permanent work, he may direct special provisions to be taken. Such work shall be performed and extra compensation shall be established by written change order.
- 3.5 Clean-up Of Backfilled Trenches: All excess excavation materials or blasting debris shall be cleaned up by the Contractor.
- 3.6 Backfilling:

3.6.1 All excavations under roadways, sidewalks, and curbs shall be backfilled and compacted with well-graded, granular, crushed stone, gravel, or chat.

3.6.2 Material used for all backfilling shall be free from perishable matter and from other material liable to become unstable when saturated with water after having been compacted. Backfill shall consist of inorganic low plasticity lean clay containing at least 35 percent rock fragments contained on the No. 4 sieve. Highly plastic clay with a liquid limit greater than 50 is suitable for use as structural fill only if the percentage of rock fragments exceeds 35 percent, or if placed at least two feet below footings, slabs, and pavements. No frozen materials shall be used in the backfill. Care shall be taken to prevent damage to the pipe and structures. Special precautions shall be taken in backfilling over pipes. No backfill shall be placed over any portion of work not inspected by the Engineer. Backfill shall be carefully deposited in uniform layers not exceeding six inches in depth and each layer shall be carefully and solidly tamped with mechanical tampers in such a manner as to avoid damage to or disturbing the completed work. Backfilling the trench shall be previously excavated gravel, sand, or earth. This backfilling shall be deposited and spread in layers and solidly tamped to 95 percent of maximum density. The method of securing adequate compaction will be approved by the Engineer. As the trenches are backfilled, the Contractor shall remove all surplus material and regrade the surface leaving all areas clear, clean, and in good order. The trenches shall be filled to the ground surface elevation that previously existed, unless the drawings direct otherwise.

3.6.3 The Contractor may be required to consolidate certain backfill material with water, in addition to other backfilling procedures. The water will be furnished by the Contractor without cost to the Owner. Methods and procedures in using the water shall be approved by the Engineer prior to carrying out the operation.

- 3.7 Inspection: After completion of excavations, the Contractor shall notify the Engineer that the trench or excavation may be inspected; and prior to placement of materials other than shoring, bracing or sheeting, the excavation may be observed by the Engineer.
- 3.8 Field Quality Control: Density of compacted backfill shall be determined by the Contractor or others acting for the Contractor. Density shall be determined by either ASTM Method D2167, latest revision, or ASTM Test Method D1556, latest revision, or D2922, latest revision. If test results indicate required densities have not been attained, compaction shall continue and soil retested until density is achieved.

4. MEASUREMENT AND PAYMENT

- 4.1 Trenching, backfilling, and compaction shall not be measured or paid for separately, but shall be considered an activity incidental to the element of construction for which trenching, backfilling, and compaction is required.

SECTION 31 23 33.16 - STRUCTURE EXCAVATION, TRENCHING, AND BACKFILLING

1. GENERAL

- 1.1 Description: The work in this section consists of excavation, trenching, filling, compacting, and satisfactory disposal of all materials within the limits of the work required to prepare the site for construction of the reinforced concrete box and all other uses in accordance with these specifications and in conformity with the dimensions as shown on the drawings and with elevations and contours established by the Engineer. There will be no distinction made between wet or dry materials below the surface of the earth. Structure excavation shall be considered as unclassified, which shall consist of all materials of whatever character encountered in the work, including soil, concrete, asphalt, fragmented rock, water, or other. Rock excavation will be measured and paid for as outlined in Section 31 23 16 – ROCK EXCAVATION.

2. COMMON EXCAVATION

- 2.1 Excavation: The Contractor shall excavate to the lines, grades, and elevations shown on the drawings all materials within the work area and place and/or dispose of the excavated materials as specified herein, as called for on the drawings or as directed by the Engineer.

2.1.1 Foundations: All footings shall be founded on firm undisturbed soil, previously approved earthen structural fill, or fill concrete.

- 2.2 Excavation Bottom: Special care shall be taken to prevent disturbance of the bottom of excavations where the soil is to provide bearing for slabs, footings, etc. If surface water or other conditions which may decrease the bearing capacity of the foundation subgrade are present, then soil adequate to protect the foundation subgrade shall not be excavated until just before reinforcing steel and concrete are to be placed. The bottom of all excavations shall be inspected and approved by the Resident Project Representative before the placement of any granular material, reinforcing steel, or concrete.

- 2.3 Waste Material: Earthen material excavated for foundation construction shall be disposed of by the Contractor. If contaminated soils are encountered, material excavated shall be hauled to a site designated by the Owner within hauling distance, for testing and disposal by Owner. Hauling shall be an obligation incidental to the contract.

- 2.4 Removal of Water: The Contractor shall at all times during the construction of the work provide and maintain ample equipment to remove and dispose of all water entering the excavations or other parts of the work, and keep said excavations dry until the structures to be built therein are completed. No reinforcing steel shall be placed in water, and no water shall be allowed to rise over any reinforcing steel before the concrete has been placed. No water shall be allowed to come in contact with any concrete within 24 hours after placing unless specifically required by the drawings, authorized by the Engineer, or specified herein. The Contractor shall be held responsible for the conditions of any sewers, drains, or other conduits, or pipelines which may be used for drainage purposes, and such pipes or conduits shall be clean and free from all sediment before acceptance by the Engineer.

- 2.5 Shoring:

2.5.1 See Section 31 40 00 – Shoring for other requirements.

2.5.2 Sheet piling, Shoring, or Bracing: Sheet piling, shoring, or bracing shall be placed by the Contractor wherever necessary for the proper preservation of any excavation, embankment, or structure. Where the ground is of such a character or other conditions are such as to render it necessary, the sheet piling shall be closely driven and shall be to such depth below the lowest point of the final excavation as may

be directed. The Contractor shall be held responsible for the sufficiency of all sheeting and bracing used, and for any and all persons injured or property damaged as the result of improper quality, strength, placement, maintenance, or removal of the same. No extra compensation will be made for sheeting, shoring, or bracing, whether left in place or not. The Contractor shall, at his own expense, shore up, protect, and insure from injury all buildings, retaining walls, piers, and footings, storm sewers, sanitary sewers, gas lines, water lines, fences, curbs, trees, or other property liable to be injured during the process of the work, and he will be held responsible for all damage which may occur by reason of prosecution of the work. Sheeting, shoring, and bracing shall be provided, installed, and maintained to protect the excavation and insure the safety of workmen and shall be as required by applicable federal, state, and local laws, rules, and regulations.

2.6 Paved Areas:

2.6.1 In all areas where curb and gutter or paving is to be repaired, the finished subgrade shall be excavated to the bottom of the crushed stone base to allow for construction of curb and gutter, base, and paving. All areas that are to receive curb and gutter and/or paving, shall be compacted in accordance with Section 31 23 23.23 - COMPACTION CONTROL.

3. BACKFILL AND COMPACTION

3.1 Around and Beneath Structures - General

3.1.1 Prior to placing fill material, all topsoil and soft material shall be removed to a depth necessary to establish good bearing of the fill material. The surface of the ground shall be scarified to a depth of six inches and the moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material.

3.1.2 When the drawings require the placement of fill beneath a proposed structure, the floor or footing subgrade shall be made with finely divided material sufficiently moist to compact readily when tamped. Fine-grained material used as backfill shall be placed in six-inch compacted lifts and compacted to 95% maximum density as determined by Section 31 23 23.23 - COMPACTION CONTROL. Granular soils used for backfill shall be placed in eight-inch lifts (compacted) and compacted to 100% of the maximum density as determined by Section 31 23 23.23 - COMPACTION CONTROL.

3.1.3 Fill around and between structures shall be constructed, to as great an extent as possible, with earth obtained from the excavations for structures. The fill shall be compacted equal to or greater than ninety-five (95) percent of the maximum density at optimum moisture.

4. ROCK EXCAVATION

4.1 See Section 31 23 16 – ROCK EXCAVATION.

5. MEASUREMENT AND PAYMENT

5.1 Earthwork shall not be measured or paid for separately but shall be considered an activity incidental to the element of construction for which earthwork is required.

5.2 Soils testing, hauling, materials, equipment, and supervision shall not be measured or paid for separately but shall be considered an obligation incidental to the contract.

SECTION 31 25 00 EROSION CONTROL

1. GENERAL

- 1.1 This section specifies minimum requirements of the Contractor toward control of erosion, sediment runoff, and storm water management during the performance of the contract, and periods of construction activities.
- 1.2 The Contractor shall implement measures, including best management policies, to control pollution of the waters of the State by soil and sediment carryout from storm water runoff.

2. EROSION CONTROL MATERIALS

- 2.1 Compost Filter Sock: Shall be photodegradable and shall be filled with course compost.
- 2.2 Sand Bags: Burlap bags filled with crushed limestone will be accepted for use as erosion control sediment barriers as shown on the plans.

3. PROCEDURES

- 3.1 The Contractor shall construct sediment barriers across swales and constructed drainageways at location noted on the drawings and all other areas as needed to control sediment runoff into inlets, catch basins, culvert inlets, etc. These barriers shall consist of materials as shown in the plans and shall be placed perpendicular to the direction of flow. Barriers shall be constructed prior to disturbance of the site and shall be maintained during the course of construction activities. Additional barriers shall also be added immediately following construction of new facilities in the locations as shown in the plans and indicated in these specifications. Barriers shall be removed after vegetative cover has been established.
- 3.2 During excavation of trenches for underground utility lines and appurtenances, excavated earth and stone shall be deposited on the side of the excavation having the higher elevation as measured perpendicular to the centerline of the trench.
- 3.3 After backfilling and grading of the trench work area limits, activities specified under Section 32 92 19 – SEEDING, FERTILIZING, and MULCHING shall be initiated and completed. A Class II erosion protective mat shall be placed and pinned.

4. MEASUREMENT AND PAYMENT

- 4.1 Erosion control items shall be paid for on a lump sum basis as provided for in the Bid Schedule and shall include all labor, equipment, and materials for properly controlling sediment runoff from the site(s).

END OF SECTION

SECTION 31 30 00 - EARTHWORK

1. GENERAL

1.1 Perform all excavating, filling, rough grading, finish grading, and compacting as shown on the drawings and to provide proper grades, profiles, and topography, as follows:

1.1.1 Perform general excavation for structures to grades, lines, and levels as indicated for miscellaneous drainage structures.

1.1.2 Perform general exterior grading, cutting, and filling required to transform existing grades to grades shown on drawings.

1.1.3 Perform filling of embankment and backfilling for all work as required to conform with the lines, grades, thicknesses, and typical cross shown on plans.

1.1.4 Cut ditches to divert water around streets, parking areas and drives as shown on drawings.

1.1.5 Perform fine grading to allow final placement of four (4) inches of topsoil. Set all grade stakes, and place topsoil after rough grading has been approved by the Engineer. All finish grading shall be raked and shall be left ready for the sowing of grass seed. Limits of fine grading shall be within the project limits and/or all disturbed vegetative areas.

1.1.6 Water shall be diverted or pumped out of the excavations until completion of the work for which the excavations were made.

1.1.7 All excess material shall be disposed of by the Contractor.

1.1.8 All material excavated, except for solid rock, shall be considered as unclassified excavation which shall consist of all material of whatever character encountered in the work, including soil, fragmented rock, water, or manmade facilities.

1.1.9 If contaminated soils are encountered, material excavated shall be hauled to a site designated by the Owner, within hauling distance, for testing and disposal by Owner. Hauling shall be an obligation incidental to the contract.

2. ROCK EXCAVATION

2.1 Any solid or fragmented rock over six inches in diameter encountered during excavation of the project site or borrow shall be removed and disposed of by the contractor unless designated by the Engineer. Compensation shall be as outlined in Section 31 23 16 – ROCK EXCAVATION.

3. EXCAVATION

3.1 Crushed Stone & Paved Areas:

3.1.1 In all areas where concrete curb and gutter or paving is to be installed, the finished subgrade shall be excavated to the base elevation of the granular stone.

4. FILL AND GRADING

4.1 Perform all cutting, filling, compacting of fills, and rough grading required to bring the entire project area

to grade. All finish grading in areas designated to be fine graded shall be done with satisfactory topsoil and in such a manner as will permit the sowing of grass seed with no further work necessary. All rough grading of areas to be fine graded shall be done to a level of four (4) inches below elevations shown to allow placement of topsoil.

4.2 All ditches, swales and gutters shall be finished to drain readily.

4.3 Material for fill shall be free of roots, wood, or other organic material and shall be taken from the project site and borrow area. Remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be filled. Prior to placing fill material, the surface of the ground shall be scarified to a depth of twelve (12) inches and the moisture content of the loosened material shall be such that it will readily bond with the first layer of fill material. Place fill in layers not exceeding six (6) inches compacted or eight (8) inches loose material.

4.4 Compact each layer of fill by rolling or tamping to ninety-five (95) percent of maximum density at optimum moisture content. The degree of compaction shall be determined and controlled in accordance with ASTM D2922, ASTM D2167, or ASTM D1556. Compaction shall be accomplished by the use of power rollers, machine tampers, or other mechanical equipment. If necessary, soil shall be moistened, or allowed to dry to the correct moisture content before compaction. Do not deposit any fill that is muddy, frozen, or that contains frost.

5. MEASUREMENT AND PAYMENT

5.1 Earthwork shall not be measured or paid for separately but shall be considered incidental to the bid items to which it relates.

5.2 Soils testing, hauling, materials, equipment, and supervision shall not be measured or paid for separately but shall be considered an obligation incidental to the contract.

SECTION 31 40 00 - SHORING

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all equipment, labor, materials, tools, and incidentals necessary to provide for the protection of the personnel and to protect the excavations for both structural, trenching, and existing structures; and as required by the applicable federal and state laws and regulations.

2. MATERIALS

- 2.1 In all other areas, Contractor shall be responsible for the type of shoring methods used.

3. METHODS

- 3.1 Responsibilities: The Contractor is solely and totally responsible for the design, installation, maintenance, and safety of any shoring and/or bracing that may be required.
- 3.2 Type of Shoring & Bracing: The type of shoring and bracing shall be that which is removable following the installation of the structure. No permanent type of shoring or sheeting shall be used which must remain within the limits of the excavation. The shoring or bracing shall be removed following approval by the Engineer of the excavation, installation of the structure, and installation of required backfill material.

SECTION 32 01 10 - ROADWAY SURFACE REPLACEMENT

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all labor, materials, tools, equipment, and incidentals necessary to replace all roadway surfaces removed during construction. This section shall include, but not be limited to, vehicular and pedestrian pavements, and surfacings of stone, gravel, concrete, and asphalt, in addition to parking areas.
- 1.2 All roadway surface repairs shall be Type A or Type B as specified in the plans, unless noted otherwise. The Contractor shall be responsible for determining the nature and thickness of all pavement and surfacings to be cut and replaced, including any base courses. Concrete pavement, asphaltic pavement, macadam pavements, crushed stone, and any type of roadway surface, whether public or private, which is cut or damaged during construction of the project shall be replaced so as to conform to the lines and grades of the original roadway surface and shall be of a quality and thickness as specified in the plans. The appearance shall be equal to or better than that of the roadway as it existed prior to construction.

2. EXECUTION

- 2.1 General: Existing paving shall be cut vertically and horizontally to straight lines. The excavation shall be backfilled with granular stone meeting Section 31 23 23.13 – GRANULAR STONE BEDDING AND BACKFILL and Section 32 11 23 – GRANULAR STONE BASE. This level shall be maintained by the Contractor until paving is placed. Any base stone required to maintain the base in a suitable condition during this period shall be furnished at the Contractor's expense. When the base has been properly compacted, roadway surfacing shall be applied according to this specification.
- 2.2 Roadway Surface Replacement:
 - 2.2.1 Asphaltic Concrete: Refer to Section 32 12 16 – ASPHALTIC CONCRETE PAVING.
 - 2.2.2 Concrete: Concrete surfaces, including private drives, shall be replaced with concrete surfacing equal to the thickness of existing pavement, or a minimum of 8 inches for roadways and commercial driveways, and 6 inches for residential driveways. Concrete shall have a minimum 28-day compressive strength of 4000 psi.

3. MEASUREMENT AND PAYMENT

- 3.1 Roadway surface replacement and materials shall be measured and paid per specific unit price state in the Bid Schedule.
- 3.2 The 2'-6" standard concrete curb and gutter shall be measured and paid for as complete and in place per lineal foot for all materials, compaction, aggregate base, tools, labor, and equipment.

SECTION 32 11 23 - GRANULAR STONE BASE

1. GENERAL

- 1.1 The work shall consist of furnishing and placing one or more courses of aggregate on a prepared subgrade in accordance with these specifications and in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans.

2. MATERIALS

- 2.1 Granular stone Base: Crushed stone shall conform to material meeting MoDOT Specification Section 1007, "Aggregate for Base", and produced by an approved source. Aggregate shall be mechanically crushed limestone or dolomite. It shall not contain more than 15 percent deleterious rock and shale. Sand may be added only for the purpose of reducing the plasticity index of the fraction passing the No. 40 sieve in the finished product. Any sand, silt, and clay, and any deleterious rock and shale shall be uniformly distributed throughout the mass. The aggregates shall conform to the following gradation requirements:

Percentage by Weight Passing Each Sieve:

Top 4" Under Pavements

1 Inch Sieve -----	100%
½ Inch Sieve -----	60-90%
No. 4-----	35-60%
No. 40-----	10-35%

Plasticity Index of the fraction passing the No. 40 sieve shall not exceed 6.

Material shall be delivered with sufficient moisture content to provide specified densities when compacted.

3. METHODS

- 3.1 Subgrade: All work on that portion of the subgrade on which the base is to be constructed shall be completed in accordance with the requirements of these specifications prior to the placing of any base material on that portion. Aggregate base shall not be placed on a frozen subgrade.
- 3.2 Placing: The maximum compacted thickness of any one layer shall not exceed four (4) inches. When the specified compacted depth of the base course exceeds four (4) inches, the base shall be constructed in two or more layers of specified thickness. The compacted depth of a single layer of the base course may be increased to six (6) inches for shoulders and lightly traveled areas, but only as approved by the engineer. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled rollers weighing not less than ten (10) tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross section and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry as required during shaping and compacting operations. The use of excess water, resulting in run-off or in the formation of a slurry on the surface shall be avoided. Stone base shall also be manipulated with proper handling techniques to avoid segregation of the material. If segregation occurs, scarification will be necessary to restore uniformity of the material. The stone base shall be compacted to not less than ninety-five (95%) percent of the maximum density at optimum moisture content.

3.3 Testing: 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, including isolated and individual areas, or as required by the Engineer.

3.4 Tolerance: The compacted base shall be brought to within a tolerance of 1/2" or less below design grade.

3.4.1 The compacted aggregate base thickness shall not be deficient in excess of ½ 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.

4. MEASUREMENT AND PAYMENT

4.1 Measurement: Granular stone base shall be measured and paid for on a Square Yard basis for the specified thicknesses as indicated in the bid schedule and shall include all labor, equipment, and materials for a complete and in place product.

SECTION 32 12 16 - BITUMINOUS PAVEMENT

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all labor, materials, equipment, and tools for construction of bituminous pavement (BP-1). The asphaltic concrete shall be placed in one or more courses on a prepared stone base or underlying course in conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans.

2. MATERIALS

- 2.1 Base Course: Shall conform to specification Section 32 11 23 - GRANULAR STONE BASE.
- 2.2 Prime Coat: The prime coat shall be medium-curing, cut back (MC-30) asphalt and shall conform to AASHTO —82.
- 2.3 Tack Coat: The tack coat shall be an emulsified asphalt (SS-1) and shall conform to ASTM D977.
- 2.4 Surface Course: The asphaltic concrete surface course shall comply with MoDOT Type BP-1, Section 401, and shall consist of a mineral aggregate compound of crushed stone and/or crushed gravel, sand gravel, sand, mineral filler, if needed, and asphaltic cement in such proportions that the composition of the finished mix is within the following range:

	<u>% Min.</u>	<u>% Max.</u>
Passing 3/4-inch sieve.....	100	100
Passing 1/2-inch sieve.....	85	100
Passing No. 4 sieve.....	50	70
Passing No. 8 sieve.....	30	55
Passing No. 30 sieve.....	10	30
Passing No. 200 sieve.....	5	12
Asphalt Cement	3.5	8

- 2.4.1 Mineral Filler: Mineral filler shall consist of limestone dust, portland cement, or other suitable mineral matter. It shall be thoroughly dry and free of lumps consisting of aggregations of fine particles. When tested in accordance with AASHTO T37, the mineral filler shall conform to the following gradation requirements:

	<u>Percent</u>
Passing No. 30 sieve.....	100
Passing No. 50 sieve.....	95-100
Passing No. 100 sieve.....	90-100
Passing No. 200 sieve.....	70-100

- 2.4.2 1 Base, BP-1, BP-2 and BP-3 mixtures shall have the following properties, when tested in accordance with AASHTO T 245 or AASHTO T 312. The number of blows with the compaction hammer shall be 35 or the number of gyrations shall be 35 with the gyratory compactor. BP-1 and BP-2 mixtures shall have between 60 and 80 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.8 to 1.6. BP-3 mixtures shall be compacted with the gyratory compactor to 35 gyrations and shall have a minimum 75 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.9 to 2.0.

Type of Mixture	AASHTO T245 Stability PSI	Voids In Mineral Aggregate (VMA)
BB....	3.5	750
BB-1.	3.5	750
BB-2.	3.5	750
BB-3.	3.5	750

- 2.5 Bituminous Base Course: The bituminous base course shall consist of a mineral aggregate compound of crushed stone and/or crushed gravel, sand gravel, sand, mineral filler, if needed, and asphaltic cement in such proportions that the composition of the finished mix is within the following range:

Passing 1-inch sieve	100.....	- -
Passing ½-inch sieve.....	60.....	90
Passing No. 4 sieve	35.....	65
Passing No. 8 sieve	25.....	50
Passing No. 30 sieve.....	10.....	35
Passing No. 200 sieve.....	5.....	12
Asphalt Cement.....	3.5.....	6

- 2.6 Asphalt Cement: Shall be 60-70 penetration grade asphalt cement, or approved by Engineer, homogenous and free of water and shall not, in heating, foam below 232 degrees centigrade. Asphalt cement shall be prepared by refining crude petroleum by suitable methods and shall conform to the requirements of Section 1015 of the Missouri Standard Specifications for Highway Construction for penetration graded asphalt cement.

3. EXECUTION

- 3.1 Existing Roadway: The existing roadway surfacing shall be saw cut, removed, prepared and/or modified to the depth, locations, or configuration as shown on the plans.

- 3.2 Subgrade Preparation: Shall be as described in specifications Section 31 30 00 - EARTHWORK.

3.2.1 Following the grading of the subgrade, the moisture content of the surface shall be adjusted, as required, to achieve the proper moisture content for optimum compaction. The subgrade shall then be rolled with a smooth wheeled roller to compact the subgrade.

- 3.3 Base Course:

3.3.1 Contractor shall furnish, place, and compact a thickness of base course, as specified on the plans, of crusher run limestone on a prepared subgrade, as described in Section 32 11 23 - GRANULAR STONE BASE.

3.3.2 In no case shall the Contractor be permitted to place the granular base or manipulate granular base on muddy or frozen subgrade. Any mixture containing frost or frozen particles shall not be placed on the subgrade, or compacted.

3.3.3 The granular base shall be handled in such manner as to avoid undue segregation. If segregation occurs or if the mixture becomes contaminated, such segregation or contaminated material or

contaminated material shall be removed and replaced with material of suitable quality and gradation. Segregated or contaminated materials ordered removed by the Engineer shall be replaced at the sole expense of the Contractor.

3.3.4 Preliminary compaction shall be performed by means of pneumatic-tired rollers. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel wheeled rollers weighing not less than ten tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross-section, and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry, as required, during shaping and compacting operations. The use of excess water resulting in runoff or in the formation of a slurry on the surface shall be avoided. The stone base shall be compacted to not less than 95 percent of the maximum density of optimum moisture content as determined by Mod AASHTO T180.

- 3.4 Prime Coat: The prime coat shall be placed only on a dry or slightly damp, clean base free from loose or foreign material when atmospheric temperature is above 50°F. The rate of application shall be from 0.2 to 0.5 gallons per square yard, depending upon the surface texture. Temperature of the prime coat at the time of application shall not be less than 100°F, nor more than 180°F. Any prime coat overspray on adjacent concrete surfaces shall be removed to the Owner's satisfaction.

The prime coat will be allowed to cure a minimum of 24 hours before application of the surface course.

- 3.5 Tack Coat: The tack coat shall be placed on an existing asphaltic surface that is free of all dust, loose material, grease, or other foreign materials when atmospheric temperature is above 40°F. The asphalt cement shall be applied uniformly with a pressure distributor at a rate of application from 0.02 to 0.10 gallons per square yard. Water may be added to the asphalt emulsion and mixed therewith in such proportion that the resulting mixture will not contain more than 50 percent of added water. The application of the resulting mixture shall be such that the original emulsion will be spread at the specified rate. Temperature of the tack coat at the time of application shall not be less than 75°F nor more than 130°F.

The tack coat shall be allowed to properly cure and the tacked surface shall be cleaned of all dirt and surplus sand before the next course is placed.

The tack coat shall be applied in such a manner as to cause the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the asphalt emulsion.

- 3.6 Surface and Bituminous Base Course: The asphalt concrete surface course shall be a hot plant-mix of specified thickness suitably placed and compacted and shall be placed in layers not exceeding three inches in compacted thickness. The asphaltic concrete shall be delivered to the work area in dump trucks properly lubricated to prevent sticking. The asphaltic concrete shall be covered during transit, and shall arrive at the job site at not less than 275°F. Placing of asphaltic concrete shall be as follows:

3.6.1 The asphaltic concrete shall not be placed when either the air temperature or temperature of the surface on which the mixture is to be placed is below 50°F for the surface course, or 40°F for the bituminous base course, or on any wet or frozen surface, or when weather conditions prevent the proper handling or finishing of the mixture, or when authorized by the Engineer.

3.6.2 The asphalt concrete surface shall be compacted while the mixture is hot, with power roller equipment as specified. Rolling shall continue until a uniform, even textured surface of the thickness specified is produced. Rolling shall begin at the outer edge and continue toward the center. Each pass shall overlap the preceding one by at least one-half of the rear roller width. Delays in rolling freshly spread mixture will not be allowed. Traffic shall not be permitted on the finished pavement until it has

cooled to atmospheric temperature. Final rolling shall be done with either a two or three-wheel tandem-type roller weighing not less than 10 tons. Intermediate rolling shall be completed using a pneumatic tire roller weighing not less than ten tons. Initial rolling shall be completed by the use of a breakdown roller consisting of either a two- or three-wheel tandem-type roller weighing not less than ten tons. All rolling shall be completed prior to the surface temperature of the mixture decreasing to 175°F.

3.6.3 Around areas not accessible to power rollers, compaction shall be secured by hand tamping, and all joints must be effectively sealed.

3.6.4 The finished surface shall be rolled until it is free from waves and irregularities. All surplus material shall be removed prior to final acceptance.

3.6.5 If the asphaltic concrete construction consists of more than a single layer, each layer shall be compacted as specified, and allowed to cool to the ambient temperature before the next layer is placed.

3.6.6 The contractor shall provide a leveling course at areas and at a thickness necessary to obtain the elevation and cross sections as shown on the plans, prior to placing the surface course. The areas of existing asphaltic pavement that require an overlay of asphaltic concrete shall be as specified on the plans. The finished surface course as placed shall be performed in such a manner as to provide the smoothest possible riding surface. All headers, joints and edges shall be cold milled to a minimum depth of 1-1/2 inches to allow overlays to match existing elevations of curbs, existing pavements, inlets, etc.

3.7 Equipment: All equipment, tools, and machines used in the performance of the work shall be subject to the approval of the Engineer and shall be maintained in satisfactory working condition at all times.

3.7.1 The Asphalt Distributor: Shall be a machine manufactured for the specific purpose of applying heated asphaltic materials by pressure spray application. The Distributor shall be designed to permit the application of the heated asphalt material in a uniform spray without atomization and at the rate, temperature, and pressure specified by the Asphalt Institute. The Distributor shall be equipped for circulation and agitation of the bituminous material during the heating process.

3.7.2 The Power Roller: All rollers, vibrators, or other equipment used to compact the asphaltic mixture shall be in satisfactory working condition. All rollers shall be capable of reversing without backlash, and steel wheel rollers shall be equipped with scrapers. Pneumatic tire rollers shall be self-propelled, of the oscillating-type and equipped with smooth tires of equal size, diameter, and ply rating, all maintained at the same inflation pressure. The Contractor shall furnish evidence regarding tire size, pressure, and loading. Rollers shall have a system for moistening each wheel or roller. Diesel fuel, fuel oil, or other detrimental products shall not be used as wetting agents. Rollers shall be of a size and used in sufficient numbers to achieve specified compaction. Trench rollers, vibrators, and other special equipment used for compacting mixtures placed in areas inaccessible to the rollers specified shall be of a weight (mass) and design approved by the Engineer.

3.7.3 Mechanical Spreaders and Finishers: Shall be adjustable and capable of spreading upon the prepared surface a tamped, screeded and finished wearing surface of asphalt concrete of the specified thickness. Bituminous pavers shall be self-contained units, provided with an activated screen or strike-off assembly, heated, if necessary, and capable of spreading and finishing asphaltic concrete in lane widths applicable to the specified typical sections and thicknesses shown on the plans. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed or strike-off. For screed extensions greater than one foot (300 mm), the distribution system shall be increased accordingly. The screed or strike-off assembly shall effectively produce a finished surface of

the required evenness and texture without tearing, shoving, or gouging the mixture. When laying mixtures, the paver shall be capable of operating at forward speeds consistent with satisfactory laying of the mixture. Equipment used for shoulders and similar construction shall be capable of spreading and finishing the courses in widths shown on the plans.

3.7.3.1 The base course, primed or tacked surface, or preceding course or layer shall be cleaned of all dirt, packed soil, or any other foreign material prior to spreading the asphaltic mixture. The mixture, when delivered to the spreading and finishing machine, shall have a temperature of not less than 260°F (130°C), and be within 25°F (15°C) of that specified by the Engineer. If lumps are present or a crust of mixture has formed, the entire load shall be rejected. The paver shall be operated at a speed that will give the best results. The rate of delivery of the mixture to the paver shall be coordinated so as to provide, where practicable, a uniform rate of placement without intermittent operation of the paver.

3.7.3.2 For pavements having a width of 16 to 24 feet (5 to 7 m), inclusive, the asphaltic concrete pavement shall be laid in lanes approximately one-half the full width of the completed pavement and the full width completed as soon as practicable. Unless otherwise permitted, a single-lane of any course shall not be constructed to a length that cannot be completed to full width of the pavement the succeeding operating day. For pavements greater than 24 feet (7.3 m) wide, single-lane width construction shall be limited to one day's production, and completion to full width shall be accomplished as soon as practicable.

3.7.4 Broom Drag and Power Brooms: Shall be of the type suitable for effectively cleaning the surface to be treated.

3.7.5 Asphalt Plant: Bituminous mixing plants shall be state approved and shall conform to the requirements set forth in Section 404 of the Missouri Standard Specifications for Highway Construction, 2004 Edition.

3.8 Compaction and Testing:

3.8.1 After final rolling, the finished course shall at no point have a density less than ninety-two (92) percent of maximum theoretical density (ASTM D2041). Contractor shall provide access to the Engineer and his representatives for any and all inspection of asphaltic concrete paving. The Owner shall pay and arrange for all testing of asphalt required by these specifications.

4. REMEDY AND CORRECTION OF DEFICIENCY

4.1 The Contractor shall provide, at no cost to the Owner, remedy and correction of deficiencies in the asphaltic surfacing, in the following specified form and procedures:

4.1.1 Deficiency in Asphalt Cement: Should test on uncompacted samples or core samples indicate the asphalt content is below the specified amount, the Contractor shall provide additional asphaltic concrete overlays to the entire surfacing area for which the tests indicated an asphalt cement deficiency. A 1-1/2 inch compacted asphaltic concrete overlay shall be added for each one-tenth percent the asphalt cement content falls below specified minimum. The percent deficiency shall be determined from the average of the percent asphalt cement content from five samples. If remedial overlays cannot be performed due to elevation restrictions, such as undesirable curb height reductions, Contractor shall cold mill the pavement surface to allow for a minimum of 1-1/2 inches of asphalt overlay. Should the asphalt content fall low enough to prevent correction with asphalt overlays, the entire surface shall be replaced.

4.1.2 Deficiency in In-Place Density: Should tests on core samples or in-place density tests indicate density of the asphaltic concrete to be below the specified minimum density, the basis of payment for

deficiency of in-place densities for any one day's run of asphaltic concrete shall be determined as follows:

<u>Field Density Percent of</u> <u>Maximum Theoretical Density</u>	<u>Percent of Contract</u> <u>Unit Price</u>
91.5 or above.....	100
91.0 to 91.4, inclusive.....	97
90.5 to 90.9, inclusive.....	94
90.0 to 90.4, inclusive.....	90
89.5 to 89.9, inclusive.....	80
Below 89.5	Remove & Replace

4.1.3 Deficiency in Surface Limit: Surface finish shall be provided such that surface water drains to ditches and guttering. Depressions in the surfacing, which are exhibited by ponding of water, shall be remedied by the addition of an overlay of asphaltic concrete to eliminate the depression. Should an asphalt overlay be required, a header shall be cold milled to a minimum depth of 1-1/2 inches around the perimeter of the asphalt overlay.

4.1.4 Deficiency in course and total thickness: Should tests on core samples indicate the thickness is less than the design thickness, the Contractor shall provide additional asphaltic concrete overlay to the entire surfacing area for which the tests indicated a thickness deficiency. A 1-1/2 inch minimum of compacted asphaltic concrete overlay shall be added to those deficient areas. The areas which are found to be deficient shall be first cold milled 1/2 inch minimum over the entire deficient area, then overlaid with a thickness sufficient to bring the area up to the design thickness and grade. Should an overlay be required, the minimum thickness shall be 1-1/2 inches. Therefore, the depth of cold milling shall be adjusted accordingly to allow the minimum asphalt overlay thickness. The deficient area shall be determined in accordance with 3.8.7.2 and/or from core samples taken at a minimum distance of 200 feet between cores, or as approved by the Engineer.

5. MEASUREMENT AND PAYMENT

- 5.1 Bituminous Pavement (BP-1), shall be paid for on a per ton unit basis for the thickness specified in the plans. Such price and payment shall constitute full compensation for all earthwork, tools, labor, equipment, materials, testing (if specified), and incidentals necessary for complete and in-place asphalt paving. The computed area is based upon that which is required to repair the pavement. Contractor shall evaluate the area of the repairs and determine if such area is sufficient for the proposed method of construction. Damaged pavement beyond the construction limits as defined in the plans will be the Contractors responsibility.
- 5.2 Tack and Prime quantities shall not be paid for separately but shall be included in the unit price for asphaltic concrete paving.

SECTION 32 17 23 - PAVEMENT MARKINGS

1. GENERAL

- 1.1 Temporary and permanent pavement markings shall conform to the latest edition of the Missouri Standard Specifications for Highway Construction, SECTION 620, and all subsequent errata sheets unless otherwise noted on the plans. This includes all materials, equipment, and work necessary to complete the work as specified on the plans.

2. MEASUREMENT AND PAYMENT

- 2.1 Measurement and payment for reestablishing and all miscellaneous pavement markings shall be paid for on a lump sum basis as stated in the Bid Schedule. Such price shall constitute full compensation for all materials, tools, labor, equipment, and testing required to complete this section.

SECTION 32 33 00 - SURFACE RESTORATION

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing all labor, materials, tools, and incidentals necessary to restore the surface of all areas affected by construction, including landscaping, as required herein, replacement of fences, stone-lined ditches, walls, and embankments, and restoration of miscellaneous structures (mailboxes, street signs, etc.).

1.1.1 Type A Surface Restoration: Regardless of the site's previous condition, restoration consists of furnishing and placing topsoil (which may need to be hauled in), liming, seeding, mulching, laying netting as required, and otherwise preparing and establishing a uniformly grassed area as specified herein. Type A surface restoration shall be required on all areas disturbed by construction other than public or private streets and roads (or unless noted otherwise on the drawings).

1.1.2 Type B Surface Restoration: Consists of furnishing and placing all the necessary materials to restore areas affected by construction to a condition equal to that which existed prior to construction. Areas requiring Type B surface restoration shall be so designated on the drawings.

1.1.3 Pavement Repair and Replacement: Shall conform to Section 32 01 10 – ROADWAY SURFACE of the Standard Specifications.

2. MATERIALS

- 2.1 See Section 32 92 19 – Seeding, Fertilizing, Liming, And Mulching of the Standard Specifications.

3. EXECUTION

- 3.1 See Section 32 92 19 – Seeding, Fertilizing, Liming, And Mulching of the Standard Specifications.

4. MEASUREMENT AND PAYMENT

- 4.1 Measurement and payment for Type A Surface Restoration shall be on a unit price basis per lineal foot, as shown on the Bid Schedule, including topsoil, fertilizing, screening, seeding, mulching, and finish grading. The width shall not be measured separately but shall include the full width of the area that is disturbed from construction activities. Such price and payment shall constitute full compensation for all labor, materials, tools, and equipment necessary to complete this section. A sum sufficient to cover the estimated cost of possible replacement that may occur during the guaranty period, including materials and labor, will be retained by the Owner and paid the Contractor only after any necessary replacement has been made and approved.
- 4.2 Repair and replacement of existing fences, mailboxes, street signs, stone-lined ditches, culverts, walls and embankments, and other miscellaneous structures shall not be measured or paid for separately but shall be included in the unit prices for surface restoration as shown on the Bid Schedule.

SECTION 32 92 19 - SEEDING, FERTILIZING, LIMING AND MULCHING

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing and placing of 4-inches of clean and uncontaminated topsoil, liming, fertilizing, seeding, mulching, laying netting and otherwise preparing and establishing a uniformly grassed lawn.
- 1.2 The work described in this section shall be performed on all areas of previously established lawns, yards, parkways, or other areas previously covered by buildings, paving materials, etc. that are disturbed by construction activities. This work shall also include all other remaining areas that require backfilling, finish grading and contouring to address areas adjacent to and affected by project activities.
- 1.3 Construction areas within open farmland, pastures, undeveloped land or similar areas shall not receive the work described in this section. Those areas shall have a restored or replaced surface that is of a condition equal to that which existed prior to construction.

2. MATERIALS

- 2.1 Topsoil Stripped and Stored: Topsoil stripped, stored, and placed shall be fertile, friable, with liberal content of humus, and capable of sustaining vigorous plant growth.
- 2.2 Topsoil to be Furnished: If the stripped topsoil is not adequate to complete the work, sufficient topsoil shall be furnished and shall be a natural, fertile, friable soil, possessing characteristics representative of productive soils in the vicinity. It shall be obtained from naturally well-drained areas. It shall not be excessively acid or alkaline (except for those plants requiring acid soil) nor contain toxic admixture of subsoil and shall be cleaned and reasonably free from clay lumps, stumps, roots, or similar substances, debris, or other objects which might be a hindrance to placing operations.
- 2.3 Lime: Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such a fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100 mesh sieve.
- 2.4 Fertilizer: Commercial fertilizer shall be formula 13-13-13, and shall conform to the applicable state fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.
- 2.5 Herbicide: Herbicide shall be a pre-emergence type for mixing with soil designed to eliminate noxious weeds without harming landscape plants.
- 2.6 Lawn Materials: Grass seed shall be mixed and certified by the dealer and shall be 80% Kentucky 31 Fescue, and 20% Korean Lespedeza by weight, and shall be uniformly sown.
- 2.7 Water: The Contractor shall make, at his expense, whatever arrangements may be necessary to insure an adequate supply of water to meet the needs of this contract. He shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate watering of plants as may be required to complete the work as specified.
- 2.8 Netting: Netting shall be a uniform, open, plain weave mesh of single jute yarn or 25 to 35 pound

natural, unbleached kraft paper. Minimum width of netting fabric shall be 42 inches. Jute netting shall have 76 warp ends per 48 inch width and 41 weft ends per yard, minimum. Kraft paper netting shall have 5.5 warp yarns by 3.5 filling yarns per inch. Staples for anchoring netting shall be No. 11 gauge steel wire, six (6) inches long.

- 2.9 Mulch: Vegetative mulch shall be the shredded cereal straw from stalks of oats, rye, wheat, or barley. The straw shall be free of prohibited weed seeds as stated in the State Seed Law; shall be relatively free of all other noxious and undesirable seeds; and shall be clean, bright, and dry enough to spread properly.

3. EXECUTION

- 3.1 All areas shall be covered with 4-inches of topsoil. Allowances in the subgrade shall be provided so that the topsoil can be added so that adjacent elevations will be matched.
- 3.2 Soils Test: The Contractor shall, at his own expense, contact the County Extension Agent and secure a soil test of the topsoil. If recommended by this test, the topsoil shall be limed in quantity recommended by the Extension Agent. (Generally, a soil pH of 6.0 to 6.5 is desirable.) Three copies of the soil test shall be sent to the Engineer along with recommendations on lime use. No work shall be started until approved by the Engineer. Estimates of lime requirements are as follows:

POUNDS OF GROUND LIMESTONE PER 1,000 SQUARE FEET

<u>pH</u>	<u>Light Sandy Soil-Pounds</u>	<u>Medium Sandy Soil-Pounds</u>	<u>Loam & Silty Loam Pounds</u>	<u>Clay Loam Pounds</u>
4.0	90	120	172	217
4.5	82	112	157	202
5.0	67	90	127	150
5.5	52	67	97	120
6.0	None	None	None	None

- 3.3 Time of Planting for Lawns: The Contractor shall coordinate the work so that lawn areas will be topsoiled and graded to meet the planting schedule as follows:

3.3.1 Preferred Time of Planting: February 1 to April 20.

3.3.2 Alternate Time of Planting: September 1 to October 30. For this time of planting, the Contractor shall keep the lawn well watered through the summer, or until the project is accepted by the Owner.

- 3.4 The Engineer is aware that in some cases, it would create a hardship to maintain the above schedule. If the Contractor wishes to make recommendations on other times when seeding could be done, the Engineer will consider these recommendations. However, methods or time of planting shall be agreed to, in writing, before commencing this portion of the work or the above schedule shall be followed.

- 3.5 Preparation of Topsoil: The topsoil shall be graded and uniformly compacted.

- 3.6 Sulphur: If the addition of sulphur is necessary, it shall be applied at a rate of two pounds per 1000 square feet.

- 3.7 Applying Fertilizer: Commercial fertilizer shall be applied at the rate of 20 pounds per 1,000 square feet

to the lawn areas being prepared for planting. Fertilizer may be applied with seed, however, application after sprouting of the lawn seed is preferred.

- 3.8 Sowing of Seed: Immediately before any seed is to be sown, the ground shall be scarified as necessary and shall be raked until the surface is smooth, friable, and of uniformly fine texture. Lawn areas shall be seeded evenly at the rate of 200 pounds per acre, lightly raked, and watered with a fine spray. The method of seeding may be varied at the discretion of the Contractor on his own responsibility to establish a smooth, uniformly grassed lawn.
- 3.9 Mulching: Within 24 hours after seeding, mulch shall be spread evenly over the entire area at the rate of 2½ tons per acre.
- 3.10 Optional Establishment of Lawns: At the option of the Contractor, sod may be used for establishing all or part of grass lawn areas. Sod type shall match existing grass. Sod on slopes shall be held in place by wooden pins about one inch square and six inches long driven through the sod into the soil until they are flush with the top of the sod. Before any sod is laid, all soft spots and inequalities in ground shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur and shall be tamped or rolled. The complete sodded surface shall be true to finish grade, even and firm at all points. Sod shall be placed so that the surface of the compacted sod will be slightly below the surrounding surface soil. All soils tests and pH adjustment specified previously shall be undertaken prior to sodding.
- 3.11 Clean-up: Any soil, manure, peat or similar material which has been brought onto paved areas by hauling operations, or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones, and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Engineer. All lawns and planting areas shall be prepared for final inspection.
- 3.12 Maintenance: Maintenance shall begin immediately after planting and shall continue in accordance with the following requirements:
- 3.12.1 Repairs: Repairs to lawns or replacements of plants necessary during the maintenance period due to removal, vandalism, or acts of neglect on the part of others may be done on request by the Owner and will be done at the expense of the Owner.
- 3.12.2 Maintenance: Lawns shall be protected and maintained by the Contractor by watering, mowing, and replanting as necessary for at least thirty (30) days and longer as necessary to establish a uniform stand of the specified grasses, and until acceptance by the Owner.
- 3.13 Inspection: Inspections of the work to determine completion of contract work exclusive of possible replacement, will be made by the Engineer at the conclusion of the maintenance period upon written notice requesting such inspection submitted by the Contractor at least 10 days prior to the anticipated date. The condition of lawns will be noted and determination made by the Engineer and Owner as to whether maintenance shall continue in any part. After inspection, the Contractor will be notified in writing by the Engineer of acceptance of seeding work exclusive of the possible replacement.
- 3.14 Guaranty and Replacement: Lawns and planting shall be guaranteed for a maximum of one year after the conclusion of the maintenance period, or for the duration of one full growing season, after planting, whichever is longer, and shall be alive and in satisfactory growth at the end of the guaranty period, subject to normal care as recommended by this Contractor after acceptance of the work. At the end of the guaranty period, inspection will be made by the Engineer and a representative of the Owner upon written notice requesting such inspection submitted by the Contractor at least 10 days before the

anticipated date. Any planting required under this contract that is dead or not in satisfactory growth, as determined by the Engineer and Owner's representative, shall be removed from the site. These shall be replaced as soon as conditions permit, but during the normal planting season.

3.15 Pests: In the event that pests are encountered in the seed, mulch, sod, etc. all affected areas shall be adequately sprayed with an approved pesticide to effectively remove the pests. The application of the pesticide shall be according to the manufactures instructions. All vegetation that is damaged by pests shall be replaced as indicated in these specifications.

3.16 It will be the contractor's responsibility to clean and remove any spoils, and reestablish vegetation in all disturbed areas following construction. Prior to demobilizing, the City, Property Owner, and Contractor shall meet on site and address any corrections needed for the final grading phase.

4. MEASUREMENT AND PAYMENT

4.1 Seeding, Fertilizing, Liming and Mulching and watering associated with re-establishment of grassy areas, grassed lawns, parkways, maintenance, etc., disturbed by construction shall be paid for on a Lump Sum basis as provided for in the Bid Schedule.

SECTION 33 05 31 - PLASTIC PIPE AND FITTINGS

1. GENERAL

- 1.1 The work of this section shall consist of furnishing, storing, and installing solid wall plastic pipe for gravity sewers.

2. MATERIALS

- 2.1 Solid Wall PVC Gravity Sewer Pipe: Solid wall gravity sewer PVC pipe shall meet the requirements of ASTM D3034, latest revision, for sizes 8" through 15" diameter, and ASTM F-679, latest revision, for 18" diameter and larger pipe. Wall thickness for 8" through 12" diameter pipe shall conform to SDR 35 for invert flow line depths of less than 10-feet. Wall thickness for 8" through 12" diameter pipes with average invert flow line depths between manholes of greater than 10-feet shall conform to SDR 26. Wall thicknesses shall not vary between manholes. Wall thicknesses for pipes 15" diameter and larger shall conform to SDR 26. Pipe shall be extruded with one end to serve as a spigot end and the other as a bell end, with a gasket groove molded inside for retention of a rubber gasket used in making the joint. Standard laying lengths shall be 12.5' or 20'.

- 2.1.1 Drop Impact Test: Pipe shall withstand, without failure at 73°F, an impact of a falling missile (20-pound Tup A) at the following levels, in accordance with ASTM D2444, latest revision.

<u>Nom. Size (inches)</u>	<u>Ft.-Lbs.</u>
4	150
6	210
8	210
10" to 15"	220

- 2.1.2 Pipe Stiffness: Minimum pipe stiffness (F/delta-y) at 5% deflection shall be 46 psi for all sizes when tested in accordance with ASTM D2412, latest revision.

- 2.1.3 Flattening: There shall be no evidence of splitting, cracking, or breaking when a specimen of pipe, six inches long, is flattened between parallel plates in a suitable press until the distance between the plates is forty percent (40%) of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two (2) to five minutes (5).

- 2.2 Restrained Joint (R.J.) PVC Pipe: R.J. PVC pipe shall meet the requirements of AWWA C900, latest revision. Pipe shall be manufactured from PVC compound meeting cell classification 12454 per ASTM D1784. Pipe couplings for 4" diameter through 12" diameter pipes shall be manufactured from PVC compound meeting cell classification 12454 per ASTM D1784 and couples for 14" diameter through 24" diameter shall be a fiberglass composite. Pipe joints shall meet the requirements of ASTM D3139, latest revision, and gaskets shall meet the requirements of ASTM F477, latest revision. The coupled pipe system shall include two gaskets per coupling for a leak-free joint. Wall thicknesses shall be DR 18.

- 2.3 High Density Polyethylene (HDPE) Pipe: HDPE pipe and fittings 4" and larger shall be DIPS meeting the requirements of AWWA C906, latest revision. Pipe shall be made from HDPE material having a material designation code of PE4710 or higher. The material shall meet the requirements of ASTM D3350 and shall have a minimum cell classification of 445574C/E. Wall thicknesses for HDPE pipe 4" and larger shall be SDR 17.

- 2.4 Sewer Service Lateral Lines and Cleanouts: Sewer service lateral lines and cleanouts shall be solid wall schedule 40 PVC pipe meeting the requirements of ASTM D1784 and ASTM D2665, latest revisions, for sizes 4" and 6".

2.4.1 All sewer service lateral lines and cleanouts shall include the installation of tracer wire as specified in Section 33 31 11– SANITARY SEWER SYSTEMS.

3. EXECUTION

3.1 Installation: Plastic pipe shall be installed as specified in Section 33 31 11 – SANITARY SEWER SYSTEMS.

4. MEASUREMENT AND PAYMENT:

4.1 Plastic pipe shall be measured and paid for as specified in Section 33 31 11 – SANITARY SEWER SYSTEMS.

END OF SECTION

SECTION 33 05 61 - CONCRETE MANHOLES

1. GENERAL

- 1.1 Description: The work of this section consists of furnishing, hauling, and placing all precast concrete manholes for sanitary sewer systems shown on the drawings and as specified herein.
- 1.2 Precast concrete manholes shall be of the type and configuration shown on the drawings, and all manholes shall be provided by one sole manufacturer. Precast risers shall be the eccentric cone type that can be assembled in such a way as to prevent lateral movement either by using bolt down construction or an interlocking tongue and groove construction, as shown on the drawings.
- 1.3 Manhole Sizes: Manholes shall be sized for particular diameters of sewer lines, as designated on the drawings.

2. MATERIALS

- 2.1 Portland Cement: Shall conform to ASTM C150, latest revision, Type I, II, or V.
- 2.2 Concrete Reinforcement: Shall be reinforcing bars conforming to ASTM 615, Grade 60.
- 2.3 Aggregate: Shall conform to ASTM C33, latest revision, for coarse and fine aggregate.
- 2.4 Mortar: Shall conform to ASTM C270, latest revision, Type M.
- 2.5 Water: Mixing water shall be clean and potable.
- 2.6 Dampproofing: Shall conform to Koppers Specifications for Coal Tar Bitumastic Super Service Black or an approved alternate.
- 2.7 Joint Sealant: Shall meet AASHTO Specification M-198 and shall be suitable for application in vertical and horizontal joints. Sealant shall be as manufactured by Hamilton-Kent, Ram-Nek, or approved equal.
- 2.8 External Joint Wrap: All buried manhole joints shall include a minimum 12-inch wide, external joint wrap. External joint wrap shall be Cretex Wrap by Cretex Specialty Products, Mac Wrap by MarMac Construction Products, Infi-Shield Gator Wrap by Sealing System, Inc., or Engineer approved equal.
- 2.9 External Chimney Wrap: All buried manhole frames and chimneys shall include the application of an external chimney wrap covering the interface between the frame and chimney section of each precast manhole. The chimney wrap shall be Cretex Specialty Products, be Infi-Shield Uni-Band, or engineer approved equal.
- 2.10 Manhole Pipe Connectors: Shall be a resilient connector designed to make a watertight seal between the precast manhole and sewer pipe, conforming to the requirements of ASTM C923, latest revision. Connectors shall be A-LOK, as manufactured by A-LOK Products, Inc. or approved equal.
- 2.11 Grout: Grout shall be a pre-mixed, packaged, non-ferrous, aggregate non-shrink grout. Grout shall be SEALTIGHT 588 Grout, as produced by W.R. Meadows, or approved equal.
- 2.12 Adjustment Rings: Adjustment rings shall be precast concrete (minimum 4") meeting the requirements of this specification or Expanded Polypropylene (EPP). EPP grade adjustments shall consist of a variety of heights (thicknesses), diameters and shapes all conforming to the following requirements:

2.12.1 The adjustment rings shall be manufactured from ARPRO® Expanded Polypropylene (EPP), black, 5000 series or Engineer approved equal meeting ASTM D3575 and ASTM D4819. The grade adjustments shall be manufactured using a high compression molding process to produce a finished density of 120 g/l (7.5 pcf). The grade adjustments shall meet or exceed the load rating requirements of AASHTO M306, HS-20 and HS-25. Grade adjustments shall contain either an upper and lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top.

2.13 Manhole Castings: Shall be of the size and type indicated below. The iron used for the castings shall conform to AASHTO M306, latest revision, for Class 35 gray iron.

2.13.1 Manholes Located In Pavement: Shall be East Jordan 2111 or Neenah 1573.

2.13.2 Manholes Located Elsewhere: Shall be East Jordan ERGO, Neenah R-1650-LM, or Owner approved equal.

2.14 Manhole Drops:

2.14.1 Type A Outside Drop: Shall be constructed of SDR-35 PVC pipe as shown on the drawings. Type A drops shall be utilized for all drops of two (2) feet minimum up to eight (8) feet maximum.

2.14.2 Type B Outside Drop: Shall be constructed of Class 50 ductile iron pipe as shown on the drawings. Type B drops shall be utilized for all depths greater than eight (8) feet.

3. EXECUTION

3.1 Fabrication and Manufacturing: Precast reinforced concrete manholes shall be manufactured to requirements of ASTM C478, latest revision and shall be of the type, size, and configuration shown on the drawings. Manhole tops shall be of the eccentric type. The minimum allowable wall thickness shall be determined by the manhole depth as below:

<u>Depth</u>	<u>Minimum Wall Thickness</u>
0 to 16 feet	1/12 of internal diameter
16 feet or greater	1/12 of internal diameter + 1"

Minimum internal diameter of any manhole section shall be 4 feet. Dampproofing shall be factory applied on all exterior surfaces. Dampproofing system shall be Koppers Coal Tar Bitumastic Super Service Black or an approved alternate, applied to manufacturer's specifications. Two coats, each of minimum 14 mils dry thickness, shall be applied. If, in the opinion of the Engineer, the external dampproofing appears unsatisfactory a 75-volt maximum wet sponge detector shall be employed to check for holidays in the dried finish film.

3.2 Construction:

3.2.1 Precast units shall be set into a reinforced concrete base constructed of 3,500 min. psi concrete, 4-inch maximum slump, and #4 rebars at 12-inch on center each way. Bottom section shall set into the base a minimum of twelve (12) inches. Base shall extend not less than six (6) inches from outside manhole wall.

3.2.2 Precast manhole bases will be allowed on manholes where practical. Inverts shall be constructed within precast bases in the field as described by this specification. Precast manhole bases with integral inverts shall not be allowed except at the Engineer's discretion after review of detailed shop drawings submitted by the Contractor.

- 3.2.3 Precast riser sections shall be set plumb and oriented with access opening to match the detailed drawings designations.
- 3.2.4 Join all precast concrete manhole sections with a double layer of pre-molded mastic material or rubber gasket to obtain a pliable watertight joint. Provide a 12" wide external joint wrap on all below grade precast concrete manhole section joints. Install joint wrap in accordance with manufacturer's recommendations.
- 3.2.5 Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections and shall extend six (6) inches beyond the inside surface of the wall. The new manhole shall be cleaned of silt, debris, or other foreign matter prior to acceptance.
- 3.2.6 Openings for sewer pipe in manhole sections shall be formed at the factory, with cast-in-place manhole pipe connector gaskets.
- 3.2.7 Invert channels shall be smooth and semi-circular in shape conforming to the inside of the adjacent pipeline sections with change in flow direction made by a smooth curve of as large a radius as the manhole size will permit, and changes in the size and grade of the channels being made gradually and evenly. Manhole floor shall rise a minimum of 1 inch per foot from side of channel to wall.
- 3.2.8 All lifting holes shall be thoroughly wetted and completely filled with non-shrinking grout to form a watertight seal.
- 3.2.9 All castings, frames, and covers shall be set true to line and to correct elevation upon a double layer of pre-molded mastic material. Manhole frames shall be attached to manholes with anchor bolts as directed by the Owner or Engineer. Frames and covers shall have true common bearing surfaces, such that the covers will seat firmly without rocking or shifting. Provide an external chimney wrap on all below grade frames to seal the interface area between the precast concrete chimney section or EPP grade rings and manhole frame. Install chimney wrap in accordance with manufacturer's recommendations.
- 3.2.10 Manholes shall not leak more than 1.14 gallons per day per vertical foot of manhole under a full hydrostatic head.
- 3.2.11 The drop pipe in manhole drops shall be constructed using standard pipe sections and fittings so as to enter at the bottom of the manhole and also continue the incoming line in a straight line to enter the manhole at a higher elevation, all as shown on the detailed drawings.
- 3.3 New Manhole Over an Existing Line: Manholes to be located over an existing sewer line will be built so that all of the manhole inverts will be smooth and continuous after the sewer pipe is broken open. All pipe to manhole connections shall be made with connector gaskets as manufactured by A-Lok Products, Inc. or an approved equal.
- 3.4 Connections to Existing Manholes: Existing manholes used for connecting new sewer lines to the existing sewerage system will have the invert chipped out and grouted back as required to facilitate the uninterrupted sewage flow from the new connection. This operation will be directed by the Engineer. All pipe to existing manhole connections shall be made with INSERTA-LOK Connectors, as manufactured by A-Lok Products, Inc. or an approved equal.
- 3.5 Inspection and Rejection: The quality of materials, the process of manufacture, and the finished manhole sections shall be subject to inspection and approval by the Engineer. Manhole sections shall be subject to rejection for failure to conform to any of the specified requirements. In addition, individual sections may be rejected because of any of the following:

- 3.5.1 Fractures or cracks passing through the wall;
- 3.5.2 Defects that indicate imperfect proportioning, mixing, and molding;
- 3.5.3 Surface defects indicating honeycombed or open texture;
- 3.5.4 Damaged or cracked ends where such damage would prevent making a satisfactory joint;
- 3.5.5 Any continuous crack having a surface width of 0.01-inch or more and extending for a length of 4-inches or more.

4. MEASUREMENT AND PAYMENT

- 4.1 Standard precast manhole shall be measured as a complete, in-place unit for the standard depth and per manhole diameter. Standard depth for manholes shall be 7.5 feet. Payment shall be made at the unit price stated in the Bid Schedule for diameter of manhole and type of surface under which the manhole is installed. This price and payment shall constitute full compensation for precast concrete sections, frame and covers, coatings, sealants, concrete reinforcement, external joint wrap, external chimney wrap, surface restoration, pavement replacement, excavation, backfill, labor, equipment, tools, and incidentals necessary for a complete installation.
- 4.2 Extra manhole depth shall be measured from rim of frame to flow line out, to the nearest tenth (0.1) of a foot less the standard depth defined for the standard manhole listed above. Payment shall be made at the unit price per foot as stated in the Bid Schedule for extra depth, complete and in-place, for the diameter of manhole listed.

END OF SECTION

SECTION 33 10 00 - WATER SUPPLY PIPING SYSTEM

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing and installing all underground water distribution piping in the designated locations and to the lines and grades as shown on the plans and herein specified, and all tools, labor, equipment, materials, and incidentals necessary to complete this section.

2. MATERIALS

- 2.1 Piping: All underground water distribution piping shall be plastic pipe with gasketed joints meeting the specifications given in Section 33 05 31 – PLASTIC PIPE, unless noted otherwise on the drawings.

3. EXECUTION

- 3.1 General: Only competent workmen shall be employed on this phase of the work and equipment suitable for the execution of the work shall be utilized. Any incompetency observed by the Engineer must be removed at his request, and where improper equipment or lack of equipment appears to be impairing the quality or speed of the work, adjustment shall be made to the Engineer's satisfaction. Installation of plastic pipe shall be in accordance with the manufacturer's instructions and in compliance with appropriate sections of ASTM D2321, or latest revision.

3.2 Delivery of Materials to Job:

3.2.1 All materials delivered by truck shall be inspected as they are unloaded. Damaged pipe or material shall not be left at the storage yard or taken to the job site but shall be removed as soon as possible in order that rejected material will not mistakenly be used on construction.

3.2.2 All pipe fittings, valves, and other accessories shall be unloaded by the use of hoists or skidways. Same shall be handled in such manner as to avoid damage due to shock. Under no circumstances shall pipe be dropped to the ground from cars or trucks. Special precaution shall be taken to prevent the rolling of pipe to strike another forcefully. Machined materials - valves, hydrants, etc. shall be handled in such manner as to protect the alignment and finished parts of same.

3.3 Trench Excavation: Shall be as specified in Section 31 23 33 – TRENCHING AND BACKFILLING.

3.4 PVC Pipe Installation:

3.4.1 General: Only competent men at laying plastic type pipe shall be employed on this phase of the work, and complete suitable equipment necessary for the execution of same is required. Any incompetency observed by the Engineer must be removed at his request, and where improper equipment or lack of same appears to be impairing the quality or speed of the work, such adjustment in same shall be made to the Engineer's satisfaction.

3.4.2 The pipe, fittings and valves shall be placed in the trench with care. Under no circumstances shall pipe or other materials be dropped or dumped into the trench. The pipe shall be snaked into the trench, either employing the natural snaking tendency of some plastic pipe or the pipe shall be laid from one side to the other on alternate lengths.

3.4.3 Pipe Cleaning During Laying Operations: The plastic pipe, if furnished from the factory with dust covers over the ends, shall be examined carefully during laying operations to ensure that such covers are not lost inside the pipe. At the termination of pipe laying, the open end of the pipeline shall be closed off by a suitable cover until laying operations are resumed. No pipe shall be placed in the trench unless it is intended to make the joint to the pipeline at that time.

3.4.4 Inspection of Materials During Construction: Any materials not meeting the specifications, or obviously faulty material, shall be rejected by the Engineer and removed from the job site by the Contractor.

3.4.5 Joining Plastic Pipe: In joining sections of pipe, the Contractor shall use good working practices. All pipe ends shall be cleaned thoroughly inside and out before application of lubricant. The recommendations of the manufacturer of the pipe shall be followed closely in joining this type of pipe. Care shall be taken in lowering pipe into the trench in order that a tensile stress is not created that would cause partial or complete separation of the joints. Concrete thrust blocks shall be installed at all bends, tees, crosses, and reducers. The Contractor shall arrange for a qualified manufacturer's representative to instruct his workmen in this pipe joining method.

3.4.6 Breaks in Pipe and Joints: Breaks in the pipe or joints shall be repaired to the satisfaction of the Engineer and at the expense of the Contractor.

3.4.7 Bedding of Plastic Pipe: The Contractor shall bed the pipe in accordance with the requirements of Section 31 23 33 – TRENCHING AND BACKFILLING and Section 31 05 16 – AGGREGATES FOR EARTHWORK.

3.4.8 Allowance for Expansion: The Contractor is cautioned that expansion and contraction of PVC pipe is relatively great. It is necessary to snake the pipe in the trench or allow in other ways for some expansion or contraction of the pipe.

3.4.9 Avoidance of Unnecessary Bends: Excessive bends in the alignment of the pipe will not be permitted. Where obviously required, sweep ells shall be used in making connections between two sections having differing alignment. Standard 90° elbows are not to be used, except in confined locations.

- 3.5 Anchorage of Bends, Tees, and Plugs: All tees, plugs, caps, and bends, indicated in the table below, shall be squarely anchored by suitable thrust concrete backing. Such concrete backing shall be so placed that the pipe or fitting joints will be accessible for repair. The concrete shall be of 1:3:5 mix and shall be placed between solid ground and the fitting to be anchored. The area of the bearing on the pipe and the ground in each instance shall be as indicated in the table below or as determined by the Engineer.

<u>Pipe Size (in)</u>	<u>Minimum Area of Bearing on Undisturbed Soil (SF)</u>				
	<u>Tees, Plugs, Caps, & Hydrants</u>	<u>90° Bend</u>	<u>45° Bend</u>	<u>22.5° Bend</u>	<u>11.25° Bend</u>
4 & 6	3	3	2	1	1
8	4	6	3	2	1
10	6	9	5	3	2
12	9	12	7	4	2

- 3.6 Testing: Installed water lines shall be hydrostatically tested by and at the expense of the Contractor. Testing shall include both a "pressure test" of at least two hours duration for the purpose of blowing defective joints, and a "leakage test" to determine actual loss of water from the system. Testing equipment and materials shall be provided by the Contractor. The test shall be conducted with all meter settings in place and the angle valve closed. Prior to conducting the test, the water line and fittings shall be backfilled. All air shall be expelled from the pipeline prior to the test by use of air release valves, hydrants, or taps. Taps, if used, shall be made by the Contractor at his expense. Taps shall be plugged after testing is completed.

3.6.1 Pressure Test: After the pipe has been laid, all newly laid pipe shall be subjected to a hydrostatic pressure of not less than 1.25 times the stated working pressure of the pipeline measured at the highest elevation along the test section and not less than 1.5 times the stated working pressure at the lowest elevation of the test section.

3.6.1.1 Test Pressure Restrictions: Test pressures shall be 1) of at least 2-hour duration; 2) not vary by more than ± 5 psi; 3) not exceed twice the rated pressure of joints, hydrants, restraints, or fittings.

3.6.1.2 Pressurization: Each valve or isolated section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner.

3.6.1.3 Air Removal: Before applying the specified test pressure, air shall be expelled completely from the pipe. After all the air has been expelled, the test pressure shall be applied.

3.6.1.4 Examination: All exposed pipe, fittings, valves, and joints shall be examined fully during the test. Any damaged or defective pipe, fittings, valves, or hydrants that are discovered following the pressure test shall be repaired or replaced with sound material and the test shall be repeated until it is satisfactory to the Owner.

3.6.2 Leakage Test: A leakage test shall be conducted concurrent with the pressure test.

3.6.2.1 Leakage Defined: Leakage shall be defined as the quantity of water that must be supplied into the new laid pipe, or any valved section thereof, to maintain pressure within five (5) psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.

3.6.2.2 Allowable Leakage: No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$Q = \frac{LD \sqrt{P}}{148,000}$$

In which Q is the allowable leakage in gallons per hour; L is the length of pipeline tested in feet; D is the nominal diameter of the pipe in inches; and P is the average test pressure during the leakage test, in pounds per square inch gauge. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gph/in. of nominal valve size shall be allowed.

3.6.2.3 Acceptance of Installation: Acceptance shall be determined on the basis of allowable leakage. If any test of pipe laid discloses leakage greater than that specified above, the Contractor shall, at his own expense, locate and repair the defective material until the leakage is within the specified allowance. All visible leakages are to be repaired regardless of the amount of leakage.

3.7 Flushing and Disinfecting: The completed water distribution system shall be flushed and disinfected in accordance with AWWA C651. The "Continuous-Feed Method" shall be utilized. This method is summarized below:

3.7.1 Calcium hypochlorite granules shall be placed in pipe sections during construction. Granules shall be placed at upstream end of the first section of pipe, at the upstream end of each branch main, and at 500-foot intervals. One-half ounce of calcium hypochlorite granules shall be placed at the locations specified. Calcium hypochlorite granules shall not be placed within solvent weld PVC pipe or in screwed joint steel pipe.

3.7.2 Prior to disinfection, the completed water line shall be filled and flushed. All air shall be expelled from the pipeline as described in paragraph 3.6 of this specification. The flushing velocity shall not be less than 3.0 feet per second (fps) unless approved otherwise by the Engineer. The following table shows the approximate rates of flow required to produce a velocity of 3.0 fps in pipes of various diameters:

Approx. Pipe Dia., In.	Flow Req'd. to Produce 3.0 fps, GPM
1	10
2	30
3	70
4	120
6	260
8	470
10	730
12	1,060

3.7.3 Potable water from an approved source shall be introduced into the water line at a constant, measured rate. At a point no more than 10 feet downstream from the beginning of the new water line, water entering the line shall

receive a dose of one percent chlorine/water solution, fed at a rate such that the water shall have not less than 25 mg/L free chlorine. The Contractor shall measure the chlorine concentration at regular intervals using appropriate chlorine test kits. The following table shows the amount of chlorine required per 100 feet of pipe to produce a 25 mg/L concentration in the pipeline:

Pipe Dia., (in)	Gallons of 1% Solution Req'd. per 100 Ft. of Pipe	100% Chlorine Req'd. per 100 Ft. of Pipe
1	0.01	0.001
2	0.05	0.004
3	0.11	0.008
4	0.16	0.013
6	0.36	0.030
8	0.65	0.054
10	1.02	0.085
12	1.44	0.120

3.7.4 Approximately one pound of liquid chlorine (100% available chlorine) is required for 12 gallons of water to produce a one percent solution. Approximately one pound of calcium hypochlorite (HTH) is required per 8 gallons of water to produce a one percent solution.

3.7.5 The chlorinated water shall be allowed to stand in the new water line for at least 24 hours, during which time all valves and hydrants shall be operated. At the end of the 24-hour period, water in all portions of the line shall have a residual of not less than 10 mg/L free chlorine. If a concentration less than 10 mg/L is found after the 24-hour period, the entire disinfection procedure shall be repeated by the Contractor at his expense.

3.7.6 Upon satisfactory completion of the disinfection procedure, the heavily chlorinated water shall be flushed from the system until the chlorine concentration throughout the entire system is no higher than one mg/l or the chlorine concentration of the water source.

3.7.7 After final flushing and filling of the system and prior to placing the system in service, the Contractor shall arrange with the Missouri Department of Natural Resources for collecting samples for required tests. If bacteriological test results are unsatisfactory, the entire disinfection procedure shall be repeated by the Contractor at his expense. The Contractor shall be available to assist the Missouri Department of Natural Resources in collecting samples if required.

3.8 Water Mains Near Sewers:

3.8.1 Horizontal Separation: A water main shall be laid at least ten feet horizontally from any existing or proposed drain or sewer line. Should local conditions prevent a lateral separation of ten feet, a water main may be laid closer than ten feet to a storm or sanitary sewer line, provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer line and at such an elevation that the bottom of the water main is at least eighteen inches above the top of the sewer line. When it is impossible to obtain vertical or horizontal separation, the sewer line must be re-laid and constructed equal to the water line pipe and should be pressure tested to assure watertightness before backfilling.

3.8.2 Vertical Separation: Where water mains must cross sewers, storm drains, or sanitary sewers, the water main must be laid to provide a minimum vertical clearance of eighteen inches between the outside of the water main and the outside of the sewer line. A full length of water main pipe must be centered over the sewer to be crossed so that the joints will be equally distant from the sewer and as remote therefrom as possible. This vertical separation must be maintained for that portion of the water main located within ten feet horizontally of any sewer or sewer line that it crosses, said ten feet to be measured as the normal distance from the water main to the sewer.

3.8.3 Unusual Conditions: In areas where the recommended separation cannot be maintained, the water main must be laid with restrained joint pipe, fusion welded pipe, or cased in a continuous casing. Casing pipe must be a material that is approved for use as a water main. Concrete encasement is not acceptable.

3.8.4 No water pipe shall pass through or come into contact with any part of a sewer manhole.

- 3.9 Repairs: The Contractor's performance bond shall remain in effect for one year from the date of acceptance of the water distribution system by the Owner. In the event of leaks or breaks or other malfunctions of material within this year, the Contractor shall repair such defects at his expense or arrange with the Owner to reimburse the Owner for expenses incurred in such repairs.

4. MEASUREMENT AND PAYMENT

- 4.1 Water Main Line Installation: Shall be measured on a lineal foot basis with deductions made for special installations, such as highway, railroad, stream, and river crossings, and shall be paid for at the appropriate unit price set forth in the Bid Schedule for the diameter of water line installed. All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all trenching, bedding, full depth crushed stone backfilling, piping, fittings, couplings, adaptors, tracer wire, labor, materials, equipment, and incidentals for a complete and functioning water line.
- 4.2 Water Line Testing, Flushing, and Disinfecting: Shall be measured on a lineal foot basis and shall be paid for at the appropriate unit price set forth in the Bid Schedule for the diameter of water line to be tested, flushed, and disinfected. All measurements and/or stationing shown on the drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all labor, material, tools, equipment, and supervision for the testing, flushing, and disinfecting of water lines. No payment shall be made for re-testing, re-flushing, or re-disinfecting a water line.
- 4.4 Water line service tap installation shall be measured per occurrence. Payment shall be made at the unit price set forth in the Bid Schedule for the diameter of service tap installed. The price and payment shall constitute full compensation for all service saddles, corporation stops, fittings, couplings, pipe, labor, material, equipment, and incidentals.
- 4.5 Water service line installation shall be measured on a lineal foot basis. Payment shall be made at the unit price stated in the Bid Schedule for the diameter of water service line installed. All measurements shown on the drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all pipe, fittings, couplings, tracer wire, connection to existing water meter or service line, labor, materials, equipment, and all other items necessary for a complete installation.

END OF SECTION 33 10 00

SECTION 33 14 19 - VALVES, HYDRANTS, AND ACCESSORIES FOR WATER UTILITY SERVICE

1. GENERAL

- 1.1 Description: The work in this section consists of furnishing, hauling, and placing valves and hydrants as shown on the plans and herein specified, and all labor, tools, and equipment necessary for their installation.

2. MATERIALS

2.1 Gate Valve and Box:

2.1.1 All gate valves shall be iron body, non-rising stem with O-ring gaskets. The valves shall be equipped with a two-inch square operating nut.

2.1.2 Gate valves shall conform to AWWA C500 (Metal Seated Gate Valves) or AWWA C509 (Resilient Seated Gate Valves) for design working water pressures of 200 psig for valves 12 inches NPS in diameter or smaller, and 150 psig for valves 14 inches NPS in diameter and larger.

2.1.3 Valve Boxes: Valve boxes shall be required for all buried valves and shall be cast iron. The valve box shall have a round top with open base. A top cover will be provided, marked "water". The valve box shall be of the two-piece screw type with top piece capable of adjustment to final grade.

2.2 Fire Hydrants and Appurtenances:

2.2.1 Fire Hydrants: Shall meet or exceed requirements set forth in AWWA Standard C502 or latest revision. Hydrants shall be dry barrel traffic model with break flange construction. Outlets shall be three-way as required for the Fire Department's pumper and/or hose sizes and threads. Operating nut shall be open right/close left as required by the City. Contractor shall be solely responsible for insuring compatibility of City's equipment and hydrants. Inlet shall be mechanical joint type and main valve size shall be 5¼ inch. Hydrants shall be Mueller Super Centurion A-423 with reflective gray paint as preferred by the City.

- 2.3 Tapping Sleeves: All tapping sleeves shall be 18-8 type 304 stainless steel for corrosion control, mechanical joint type with outlet flange. For the mechanical joint, all end and side gaskets shall be totally confined to eliminate cold flow. Selection shall be made for the proper end gaskets in order to utilize one size of sleeve for a specific nominal size of pipe for all classes of cast or ductile iron and PVC pipe regularly used. The outlet flange shall be machined recess for mating with the tapping valve.

- 2.4 Tapping Valves: All tapping valves shall have an inlet flange (CL 125, ANSI B16.1) for attachment to the tapping sleeve. The outlet shall be standard mechanical joint with gland and gasket as required to match the pipe as shown on the drawings. The inlet flange shall have a machined projection that will mate with the machined recess on the tapping sleeve to assure proper alignment. The tapping valve shall have an oversized seat opening to allow entry of the tapping machine cutters and permit full diameter cuts. The tapping valve shall meet the specifications in paragraph 2.1 in all aspects except for changes as noted in this paragraph.

- 2.5 Cutting-in Sleeves: Shall be of either gray iron or ductile and shall conform to the requirements of ANSI/AWWA C110. Cutting-in sleeves shall be standard asphaltic varnish coated on the outside and shall be cement mortar lined in conformance with ANSI A21.4 (AWWA C104) unless specified otherwise. All cutting-in sleeves shall be mechanical joint by plain-end and shall be of such dimensions to fit all classes of cast iron pipe. Sleeve gland shall be equipped with setscrews to hold the sleeve in place. Mechanical

joint end shall comply with the requirements of ANSI A21.11 (AWWA C111).

3. EXECUTION

- 3.1 Gate Valve and Box Installation: Each gate valve shall be installed at the locations and grades as shown on the plans. The Contractor shall ensure that the valve is operating freely and that the valve box, if required, is properly placed to allow for the use of the necessary tools for the operation of the valve. The Contractor shall ensure that the valve box, if required is plumb and centered over the operating nut on the valve. If the top of the operating nut is more than two feet below the finish grade, a permanently installed valve stem extension shall be installed in the valve box, raising the nut to within six inches of ground surface. Valve storage, shipment, and installation shall strictly comply with ANSI/AWWA Standard C509.
- 3.2 Fire Hydrant Installation: Each fire hydrant shall be set plumb with the break-off flange set at the finished surface. The fire hydrant shall have adequate blocking and drain materials installed. The Contractor shall insure that the fire hydrant drain valve is in proper working condition. The fire hydrant shall be disinfected.
- 3.3 Tapping Sleeve and Valve Installation: Each tapping sleeve and valve shall be installed at the locations and grades as shown on the plans. Install sleeve so valve is in horizontally level position unless otherwise indicated on the plans. Tapping sleeve and valve shall be installed as per manufacturer's instructions.

4. MEASUREMENT AND PAYMENT

- 4.1 Gate Valve and box shall be measured as a complete, in-place unit. Payment shall be made at the unit price stated in the Bid Schedule for the diameter of gate valve. Price shall constitute full compensation for all trenching, backfilling, bedding, compacting, valve, valve box, material, equipment, and tools required for a functioning gate valve.
- 4.2 Tapping sleeves and valves shall be measured as a complete, in-place unit. Payment shall be made at the unit price stated in the Bid Schedule for the diameter of tapping sleeve and valve. This price and payment shall constitute full compensation for all trenching, bedding, backfilling, tapping sleeve, tapping valve, valve box, labor, equipment, material, and tools for a complete and functioning connection and valve.

END OF SECTION 33 14 19

SECTION 33 31 11 - SANITARY SEWER SYSTEMS

1. GENERAL

- 1.1 Description: The work of this section shall consist of installing the gravity sewer to the lines and grades as shown on the drawings and as specified herein. This section sets forth procedures for installation of the gravity sewer lines.

2. MATERIALS

- 2.1 Gravity Sewer System: Where the type of pipe is noted on the drawings, the Contractor shall install only the type of pipe noted. Otherwise, gravity sewer lines shall be plastic pipe meeting the requirements of Section 33 05 31 - PLASTIC PIPE. Manholes shall be as specified in Section 33 05 61 – CONCRETE MANHOLES, and as shown on the drawings.

3. EXECUTION

- 3.1 Handling, Receiving, and Delivery of Materials: All materials shipped by rail shall be carefully inspected for damage in transit in the cars. If damaged material is found, it shall not be unloaded except upon instructions from the official freight agent. In the event of damaged pipe, it may be lifted out of the cars and placed along the switch site, but no material shall be removed from the railroad company property. If materials are delivered by truck, they shall be inspected as they are unloaded. Damaged pipe shall not be left at the job site, but shall be removed promptly so that rejected material will not mistakenly be used in construction. All pipe, pipe fittings, and other accessories and materials shall be unloaded in such a way as to avoid damage due to shock. Under no circumstances shall pipe be dropped to the ground from cars or trucks. Special precautions shall be taken to prevent one pipe from striking another forcefully.
- 3.2 Storage: All materials shall be placed for storage in suitable places as approved by the Engineer. As pipe is placed along the intended alignment of the trench, it shall be placed with bell ends facing the direction in which work will proceed (upstream), unless otherwise directed.
- 3.3 Pipe Inspection: Before pipe is lowered into the trench, the pipe shall be inspected for defects. The pipe shall be rung with a light hammer to detect cracks. Any defective, damaged, or unsound pipe shall be rejected.
- 3.4 Pipe Cleaning: A thorough cleaning of each pipe section shall be done just before the section is lowered into the trench. A suitable swab shall be pushed through the pipe. The pipe shall be kept clean by approved means during and after laying.
- 3.5 Cutting Pipe: All cutting of pipe shall be done in a neat manner with the least amount of waste of pipe involved and without damage to existing or new pipe lines.
- 3.6 Pipe Installation: All pipes, pipe fittings, etc. shall be lowered into the trench piece by piece by means of derricks, ropes, or other suitable equipment. Under no circumstances shall pipe or other materials be dropped into the trench. The pipe shall be laid with bell holes upstream, i.e., in the direction of laying operations. Pipe shall be laid in a bed of granular stone as shown on the drawings and as specified in Section 32 23 23.13 – GRANULAR STONE BEDDING AND BACKFILL. In all cases, full-length joints of pipe shall be used except in making closures. The pipe shall be laid on grade with a grade rod that has an iron heel for the invert and notches for the line stretched over the pipe between the grade boards. Grade lines shown on the profile drawings are the internal invert lines of the sewer pipe. Pipe laying machines, laser beams, or other devices may be used in lieu of a grade rod only with the prior approval of the Engineer. After the pipe is set and on grade, granular stone bedding shall be deposited in the trench to a depth of at least six (6) inches over the top of the pipe. This shall be carefully deposited in uniform layers not

exceeding six (6) inches with each layer carefully and solidly tamped in such a manner to prevent disturbance of the line and grade. Bedding and backfilling of the pipe shall be in accordance with Section 31 23 33 – TRENCHING, BACKFILLING, AND COMPACTING. At the close of each day's work, or when pipe is not being laid, the end of the pipe shall be stopped to overcome possible uplift and prohibit contamination. Any pipe which settles before acceptance, or which is not in true alignment, shall be taken up and replaced by the Contractor at his expense.

- 3.7 Joints: At all pipe joints, the granular stone bedding shall be excavated sufficiently so that the pipe bell will not rest on the bedding materials, but all the weight of the pipe shall be evenly distributed along the entire length of the barrel of the pipe. Care shall be taken to ensure that the joints of the pipe are clean and free of any foreign material, and constructed watertight at all points. Any leaks or other defects discovered at any time before the final acceptance of the work shall be immediately repaired, or that portion of the sewer rebuilt, if necessary.
- 3.8 Removal of Buildings, Structures, and Improvements: Where buildings, structures, improvements, or materials of value are encountered in the area where sewer line is to be installed, the Contractor shall provide for the removal, protection, and disposition of these elements. The Contractor shall consult with the Owner and Engineer relative to the proposed means of removal. All fences disturbed during construction shall be restored to a condition at least equal to that which existed prior to construction, unless specifically directed otherwise by the drawings. Certain repaired fence sections shall require installation of a fence gate. Locations of these gates shall be as called out on the drawings. Gates shall conform to the details shown on the drawings.
- 3.9 Separation of Sewer and Water Lines: When sanitary sewers are to be laid parallel to existing potable water lines, it will be necessary to maintain at least ten feet of horizontal separation between the sewer and water lines, measured outside edge to outside edge. At points where sewers cross under water mains with less than two feet of vertical separation, sewers shall be constructed of ductile iron with mechanical joints for ten feet each direction from the crossing point.
- 3.10 Sewer Service Lateral Lines: All existing active sewer service lateral lines shall be reconnected to the newly constructed wastewater collection main.
- 3.10.1 Slope: Four (4) inch diameter lateral lines shall be laid at a uniform minimum slope of 0.011 ft/ft (1.0%) and six (6) inch diameter lateral lines shall be laid at a uniform minimum slope of 0.006 ft/ft (1.0%).
- 3.10.2 Trenching, Bedding, and Backfilling: Shall be as specified in Section 31 23 33 – TRENCHING, BACKFILLING, AND COMPACTING, and Section 31 23 23.13 – GRANULAR STONE BEDDING AND BACKFILL.
- 3.10.3 Depth: Lateral lines shall be installed so as to have minimum 30 inches of cover above the top of the pipe.
- 3.10.4 Cleanouts: Lateral lines shall be installed with a single cleanout located as close as practical to the building being served, but within 200 feet of the centerline of the interceptor or collector line. Cleanouts shall be constructed using PVC 45-degree wyes and a PVC cap at the ground surface. Top of cleanout shall not be located in depressions likely to collect surface water.
- 3.10.5 Connection of the service lateral to the new sewer main shall be accomplished by use of a standard tee or a watertight compression-fit service connection. The watertight compression-fit service connection shall be specifically designed for connection to the type of sewer main being installed, and shall be per plan. Installation shall be in accordance to the manufacturer's written installation instructions.
- 3.10.6 Surface Restoration: Ground surfaces disturbed by construction of sewer service lateral lines shall be fully restored to a condition equal to that which existed prior to construction.

4. GRAVITY SEWER TESTING

- 4.1 General: All completed gravity sewers shall require pneumatic or hydrostatic testing for the purpose of locating potential infiltration and/or exfiltration within the system.
- 4.2 Pneumatic Testing Procedure: The Contractor shall perform low pressure air testing on all sections of completed sewer 8-inch through and including 24-inch diameters, in the presence of the Engineer. Completed sewer larger than 24-inch diameter may use hydrostatic testing. It will be the responsibility of the Contractor to furnish and operate equipment capable of making the required tests. Pneumatic plugs shall be utilized to isolate sewer sections for testing. Plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected. Pneumatic plugs shall resist internal test pressure without requiring external bracing or blocking. All air used shall pass through a single control panel and three individual hoses shall be used for connections from the control panel to 1) pneumatic plugs for inflation; 2) sealed line for introducing the low pressure air; and 3) to the sealed line for continually monitoring the air pressure rise in the sealed line. Equipment shall be Cherne Air-Loc equipment or approved equal. Testing methods and air leakage rates shall conform to ASTM F1417, latest revision, as a minimum. Otherwise, the following procedures shall be followed:

4.2.1 Pipe Above Groundwater Table: All pneumatic plugs shall be seal-tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs of the pipe. After a manhole-to-manhole reach of pipe has been backfilled and cleaned and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low-pressure air shall be introduced into this sealed line until the internal air pressure reaches 4 psig greater than the average back pressure of any groundwater that may be over the pipe. At least two (2) minutes shall be allowed for the air pressure to stabilize. After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig is not less than the time shown for the given diameters in the following table:

Pipe Diameter (inches)	Minimum Time (min.:sec.)	Max. Length (ft.) for Min. Time	Time (sec.) for Longer Length (L)
4	3:46	597	0.380 L
6	5:40	398	0.854 L
8	7:34	298	1.520 L
10	9:26	239	2.374 L
12	11:20	199	3.418 L
15	14:10	159	5.342 L
18	17:00	133	7.692 L
21	19:50	114	10.470 L
24	22:40	99	13.674 L
27	25:30	88	17.306 L
30	28:20	80	21.366 L
33	31:10	72	25.852 L
36	34:00	66	30.768 L

4.2.2 Pipe Below Groundwater Table: In areas where groundwater is known to exist, the Contractor shall install a one-half inch diameter capped pipe nipple, approximately 10" long, through the manhole wall on top of one of the sewer lines entering the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the test, the groundwater shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then

connecting a clear plastic tube to the nipple. The hose shall be held vertically and a measurement of the height in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. For example, if the height of water is 11-1/2 feet, then the added pressure will be 5 psig. This increases the 3.5 psig to 8.5 psig, and the 2.5 psig to 7.5 psig. The allowable drop of one pound and the timing remain the same.

- 4.3 Testing of Manholes and Large Diameter Sewer Lines: The Contractor will be required to make either hydrostatic or vacuum infiltration/exfiltration tests of all manholes and sewer lines larger than 24-inch diameter not pneumatically tested in the presence of the City, to demonstrate that the manholes and/or sewer lines are free of leaks. Each manhole-to-manhole section shall be tested. Satisfactory test results must be obtained before the line or any part thereof will be accepted.

4.3.1 Hydrostatic Testing: Where the top of the sewer is below water level, a one-half inch (½") galvanized pipe nipple is to be cast into each manhole wall and capped on the inside. The pipe nipple is to be located at the top of the inside bore of sewer pipe. All tests are to be conducted in the following manner:

4.3.1.1 Test plugs are to be placed in the end of each sewer pipe on the upstream side of both manholes and inflated to a maximum pressure of 16 psig. Plugs are to be thoroughly blocked to prevent them from blowing out. The sewer pipe and manhole shall be filled with water to a level four and one-half feet (4-½') above the groundwater level or seven (7') feet above the pipe invert, whichever is higher. Ten minutes shall then be allowed for absorption, after which the water level shall be brought back to the test elevation.

4.3.1.2 The specified head shall be maintained on the manhole for a period of eight (8) hours. Sufficient water shall be added to maintain this level. All water added shall be metered to within one-tenth of a gallon and recorded. The maximum allowable leakage shall be as specified herein. If zero (0) water loss is recorded after two (2) hours of testing, the testing may be considered complete, and the test section accepted.

4.3.1.3 The Contractor shall provide all water, pumping facilities, and metering facilities necessary to perform the tests. After each test, all test water is to be pumped out by the Contractor.

4.3.2 Vacuum Testing: Vacuum testing, performed in accordance with this specification, shall be allowed as a substitute method for hydrostatic testing of manholes. The vacuum test equipment shall be approved by the Engineer prior to commencing manhole testing.

4.3.2.1 The vacuum "test head" assembly shall be placed inside the frame of the manhole cover, in order to include in the test the seal between the frame and the manhole cone section, slab, or adjusting rings.

4.3.2.2 Plugs shall be placed at least eight (8) inches inside all pipes entering the manhole. Location of plugs shall be such that when inflated, they are past the gasket seal or joint of the manhole and sewer pipe. All plugs shall be braced sufficiently to prevent the plug or pipe from becoming dislodged and drawn into the manhole.

4.3.2.3 A vacuum of at least 10½ inches mercury shall be drawn on the manhole. The valve on the vacuum line to the manhole shall be closed, and the vacuum line disconnected. The vacuum within the manhole shall then be adjusted to 10 inches of mercury by opening the vacuum line valve.

4.3.2.4 A liquid-filled pressure gauge having a face of 3½ inches and reading from zero to 30 inches of mercury shall be utilized.

4.3.2.5 The time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury must be equal to or less than the following values in order for the manhole to be considered as passing the vacuum test.

<u>Manhole Depth</u>	<u>Time (minutes)</u>
10 feet or less	2.0
10.1 feet to 15 feet	2.5
15.1 feet to 25 feet	3.0

4.3.2.6 If vacuum drops less than one (1) inch mercury within the test time, the manhole is considered acceptable and passes the test. If manhole fails and leaks, the contractor shall make the needed repairs and test again until satisfactory results are obtained. Test may be done before backfilling, but shall be repeated after backfill.

4.3.2.7 All safety procedures, placing of plugs, and bracing, labor, and other work required for testing will be the responsibility of the contractor.

4.3.2.8 The contractor shall supply all required test plugs, vacuum plate, and vacuum pump.

- 4.4 Infiltration/Exfiltration Allowance: Infiltration or exfiltration for sewers 8-inch through 12-inch diameter shall not exceed 200 gallons per inch of pipe diameter per mile per day for any section of sewer.
- 4.5 Infiltration/Exfiltration Elimination: The Contractor shall locate all sources of infiltration and exfiltration in the sewer lines, manholes, and appurtenances, and shall correct deficiencies and eliminate infiltration/exfiltration sources in a manner approved by the Engineer. All sections of sewer line, manholes, and appurtenances shall be re-tested after corrections are finalized. The Contractor shall carry the sole responsibility for providing a sewer system having infiltration or exfiltration below the specified limits.
- 4.6 Deflection Test: Deflection test shall be performed on all flexible pipe not less than thirty days after the placement of final backfill. The deflection test shall consist of hand-pulling a rigid ball or mandrel through the installed pipe in the presence of the Engineer. The rigid ball or mandrel shall have a diameter equal to 95 percent of the inside diameter of the pipe. If the rigid ball or mandrel fails to pull through the pipe, the section being tested fails the test and will be replaced by the Contractor at no expense to the Owner.

5. MEASUREMENT AND PAYMENT

- 5.1 Gravity Sewer Line Installation: Shall be measured on a lineal foot basis from centerline to centerline of manhole with deductions made for special installations, such as boring and jacking. Payment shall be made at the unit price set forth in the Bid Schedule for the diameter of sewer pipe installed. All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations. This price and payment shall constitute full compensation for all labor, materials, equipment, and incidentals.
- 5.2 Sewer Line Testing: Sewer line testing, whether pneumatic or hydrostatic and deflection testing, shall be measured on a linear foot basis. Payment shall be made at the unit prices stated in the Bid Schedule. Payment shall constitute full compensation for all labor, equipment, materials, tools, and incidentals necessary for testing. No payment shall be made for retesting.
- 5.3 Manhole Testing: Manhole testing for gravity sewer system piping shall be measured per manhole, and payment shall be made at the unit price stated in the Bid Schedule. Payment shall constitute full compensation for all labor, equipment, materials, tools, and incidentals necessary for testing. No payment shall be made for retesting.

- 5.4 Sewer Service Lateral Lines: Shall be measured per connection and payment shall be made at the unit price set forth in the Bid Schedule. This price and payment shall include all labor equipment, fittings, pipe, excavation, bedding, backfill, caps, tees, etc. required to provide a service tee in the main line, complete and in-place.

SECTION 33 37 00 - SEWER FLOW DIVERSION AND CONTROL

1. GENERAL

- 1.1 Description: The work of this section shall consist of furnishing all labor, materials, tools, equipment, and incidentals necessary to control sanitary sewer flow during evaluation, rehabilitation, and emergency repairs. Limited sewage flow is acceptable during internal inspection of sanitary sewers. Complete stoppage or bypassing of flow shall be required for sewer line and manhole rehabilitation work.
- 1.2 Pumping and Bypassing: When pumping and bypassing is required, the Contractor shall provide pumps, conduits, and other equipment to divert and control sewage flows around manholes and/or sewer lines in which work is to be performed. Flow diversion and control shall be done in accordance with this specification.

2. EQUIPMENT

- 2.1 Provide temporary pumps, conduits, and other equipment to bypass sewage flow. Engines shall be equipped with mufflers and/or shall be enclosed so that noise level does not exceed 50 decibels or 10 decibels above ambient noise levels when measured at the building closest to noise source.
- 2.2 Pumps and bypass lines shall be of adequate size and capacity to handle flows that may be encountered during peak flow periods or from precipitation. The bypass system shall be constructed using materials and workmanship that shall prevent leakage during pumping operations.
- 2.3 Maintain sufficient equipment and materials on site to ensure continuous and successful operation of bypass and dewatering systems. Keep standby pumps fueled and ready for operation at all times. Maintain on site a sufficient quantity of valves, tees, elbows, connections, tools, sewer plugs, piping, and all other parts or system hardware to ensure immediate repair or modification of any part of system, as necessary.
- 2.4 Provide piping, joints, and accessories that are designed to withstand at least twice the maximum system pressure, or 50 psi, whichever is greater.

3. EXECUTION

- 3.1 Notification: The Contractor shall notify and provide reasonable access to all properties with the least amount of inconvenience to the Owner or the public. All available safety measures must be maintained.
- 3.2 Discharge of Bypassed Flows: Where flows are bypassed, bypassed flows shall be discharged into Owner's sanitary sewer system at locations approved by the Owner. No bypassed flows shall be discharged to ground surface, surface waters, storm drains, ditches, or gutters. Bypassing which results in groundwater contamination, surface water contamination or presents a threat to public health shall not be permitted.
- 3.3 Spills and Overflows: In the event sewage accidentally drains into a drainage system or street, the Contractor shall immediately stop the overflow, notify the Owner, and take all necessary actions to clean up and disinfect the spillage to the satisfaction of the Owner. If sewage is spilled on private property, the contaminated area shall be washed down, cleaned up and disinfected to the satisfaction of the Owner. Any and all overflow of sewage shall be immediately reported to the Owner.
- 3.4 Plugging or Blocking: A plug shall be inserted in the line upstream of the sewer line being worked. Plugs shall be designed so that all or a portion of upstream flow can be released. If sewer flow control is required for sanitary sewer line or manhole inspections, flow shall be reduced to comply with the requirements of Section 33 01 30.45 – SEWER SYSTEM INSPECTION. After completing work on the section of sewer line or

manhole in question, flow through that section shall be restored to normal.

- 3.5 Sewer Backups: The Contractor shall indemnify and hold the Owner harmless for any sewer backup claims filed against the Owner, within the scope of the project, and during the warranty period, if caused by Contractor's action or lack thereof.
- 3.6 Incidental Work: All work required by this Contract and necessary to complete the project which is not specifically listed in the items of work in the bid form are considered incidental to the project. Cost for this incidental work shall be included in the unit cost for the bid items listed in the bid form.
- 3.7 Clean Up and Restoration: The Contractor shall keep premises free from accumulations of waste materials, rubbish, and other debris generated by Contractor's operations. Upon completion of bypass pumping, bypass piping shall be drained into existing sanitary sewers prior to piping being disassembled. Contractor is to save and/or restore, as nearly as possible, to original condition all damaged fences, bushes, trees, lawns and other improvements.

4. MEASUREMENT AND PAYMENT

- 4.1 Bypass pumping operations utilizing pumps smaller than 4-inches shall not be measured or paid for separately but shall be included and considered incidental to the work of which they are a part.
- 4.2 Bypass pumping shall be measured by the number of pumps utilized on an hourly basis for all 4-inch and larger pumps. Payment shall be made at the hourly unit price set forth in the Bid Schedule for the diameter of bypass pump (4" and larger) utilized during the bypass operation. This price and payment shall constitute full compensation for supervision, labor, materials, tools, equipment, pump, piping, couplings, floats, and necessary miscellaneous items required in order to provide continuous by-pass pumping operations on an hourly basis.

SECTION 33 44 00 - STORMWATER DRAINAGE

1. GENERAL

1.1 This section specifies the furnishing of all labor, materials, equipment, supervision, and incidentals, and the installation of all stormwater drainage elements.

Precast concrete suppliers must be pre-qualified by the Owner. Scurlock Industries, Rinker Materials, and Kansas City Concrete Pipe Company are pre-qualified for precast box culverts. G & H Redi-Mix and REDI-ROCK are pre-qualified precast block manufacturers. Manufacturers wishing to be pre-qualified shall submit quality control/quality assurance practices, current certifications, and capabilities of providing size and quantity of materials required for project within project schedule.

A cast-in-place connection to existing stormwater systems is required as specified in the plans. All precast elements shall be designed as specified herein.

2. MATERIALS

2.1 Reinforced Concrete Pipe:

2.1.1 Pipe: RCP shall be designed and manufactured to meet AASHTO Designation M170 (ASTM C-76) Class III. Pipe lengths shall be a minimum of four feet, except for closure sections.

2.1.2 Joints: Pipe joints shall be tongue and groove with preformed pliable mastic joint compounds. Compounds shall conform to AASHTO 198, Type B. Pipe with bell and spigot joints, where specified, shall conform to AASHTO M-198-75.

2.2 Precast Reinforced Concrete Boxes: Precast boxes shall be designed and manufactured to meet ASTM C-789 and C-850 and/or AASHTO M-259 and M-273. Precast box culverts shall be designed to meet HL-93/HS20-44 loading. Precast boxes under railroad must also be designed to meet Cooper E-80 Live Load.

2.2.1 Surfaces and boxes shall be smooth and free of honeycomb and exposed steels. Pre-inspection of boxes at the plant may be required by the Engineer.

2.3 Ferrous Castings: All castings, including manhole rings, covers, curb inlets, gratings, frames, steps, and appurtenances shall conform to AASHTO Specification M105, Class 35B, (ASTM A48) for gray iron castings. Ductile iron castings shall conform to ASTM A536, Grade 60-40-18.

2.4 Precast Portland Cement Concrete Drainage Structures: Structure sections shall be designed, manufactured, and tested in accordance with AASHTO Specification M-199 (ASTM C478). Coatings, when specified, shall conform to AASHTO M224 for coal tar enamel, factory applied to achieve a 30 mil dry film thickness. Joint compound shall be pliable Type B AASHTO M198 plastic materials.

2.5 Precast Concrete Retaining Wall Blocks: Blocks shall be designed and manufactured to retain backfill material as called for on the plans and shall have an approved stone look finish.

3. SUBMITTALS

3.1 The Contractor shall provide to the Engineer/Architect six (6) copies of Letters of Certification from the manufacturer of precast concrete structures, steel reinforcing bars, pipe, fittings, gaskets, ferrous metal castings, and incidental elements of materials certifying that materials provided were manufactured in accordance with prevailing specifications and that all materials and manufacturing provided will meet or

exceed standards of quality set forth in those specifications. Submittals shall also include the proposed alternate for constructing the top slab including all structural calculations if precast or combination precast and cast in place is used.

3.2 Structural calculations for all precast structures sealed by a registered Professional Engineer in the State of Missouri, shall be submitted for approval.

3.3 Material testing information shall be submitted when requested by the Engineer.

4. INSTALLATION

4.1 Laying Storm Sewer Pipe:

4.1.1 Pipe shall be laid using a laser beam or a grade rod that has an iron heel for the invert and notches for the grade line stretched over the sewer.

4.1.2 The alignment of all pipe lines between adjacent structures shall be true to line and grade. The pipe line shall reflect the full bore of the pipe. The pipe section shall be truly centered into the adjacent pipe section at each joint.

4.1.3 At all pipe joints, the bedding shall be excavated sufficiently so that the pipe bell will not rest on the bedding material but all the weight of the pipe shall be evenly distributed along the entire length of the barrel of the pipe.

4.1.4 The flow lines shown on the profile drawings are the internal inverts of the sewer pipelines. The pipes and special fittings shall be laid to true line and grade throughout and all junctions, curves, branches, and other pieces required shall be properly excavated for and laid as shown on the drawings and as directed by the Engineer.

4.1.5 The storm sewer shall be constructed watertight at all points. Any leaks or other defects discovered at any time shall be immediately repaired, or that portion of the sewer shall be rebuilt, if necessary. In all cases, full length joints of pipe shall be used, except in making closures.

4.1.6 In laying the pipe, water shall be removed from the trench to an elevation below flowline while the pipe is being laid. No pipe shall be laid on frozen bedding materials.

4.1.7 The pipe shall not be rolled or dragged across the ground, truck bed, or other length of pipe. No weight should be placed on the pipe joint when the pipe is hauled, handled or stored.

4.1.8 Care shall be taken to insure that the joints of the pipe are clean and free of any foreign material, and be made properly using the jointing materials specified.

4.1.9 The interior of the pipe shall be kept free of superfluous material during construction and removed out after completion.

4.1.10 At the close of each day's work, or when pipe is not being laid, the end of the pipe shall be stopped to prevent access into the pipe. (Not required for boxes.)

4.1.11 Any pipe which settles or which is not in true alignment shall be taken up and relaid by the Contractor without cost to the Owner.

4.2 Infiltration: Materials used for sewer pipe joints shall have satisfactory records for preventing infiltration. Leakage or infiltration in the case of wet trenches shall not be permitted to exceed 200 gallons per inch of pipe diameter per mile per day for any section of the system as determined by flow measurement in the pipe.

4.3 Testing: Hydrostatic testing will not be required. However, the Contractor shall use materials as specified herein and use good construction methods and workmanship for an in-place storm sewer that functions as intended.

4.4 Installation of Drainage Structures:

4.4.1 Size and Location: Units of the various types shall be constructed at the locations and to dimensions indicated on the drawings.

4.4.2 Joints: The joints in the sections shall be set to produce a watertight joint (concrete blocks excluded) and gap shall not exceed manufacturer's recommendation. All excessive gaps shall be repaired as directed by the Engineer's on-site representative.

4.4.3 Pipe Connections: Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections and shall be nearly flush with the inside surface of the wall the distance shown on the drawing. Concrete pipe collars as specified in the plans shall be constructed where pipes cannot be extended into walls. Grout shall be so placed around the pipes to provide full continuous contact between the gasket and the outside of the pipe, to prevent leakage and to form a neat connection. Specified gaskets shall be provided in all precast bases. Pipes through the concrete blocks shall be constructed in a neat manner and shall meet the approval of the Engineer and/or inspector.

4.4.4 Inverts: Invert shall be smooth and filleted in shapes conforming to the inside of the bottom section.

4.4.5 Lifting Holes: All lifting holes shall be thoroughly wetted and completely filled with non-shrinking grout to form a watertight seal or plugged with approved material.

4.4.6 Castings: All castings, frames, and covers shall be set true to line and to correct elevation upon a full bed of mortar. The unit shall not be disturbed until the mortar or concrete has hardened to adequate strength. Frames and covers shall have true common bearing surfaces, such that the covers will seat firmly without rocking or shifting.

4.4.7 Cleaning: All new structures shall be cleaned of silt, debris, nails, screws, or foreign matter of any kind.

4.4.8 Contractor shall insure that the unit shown on the drawing shall generally be constructed plumb. In some cases, it may be beneficial to tilt the base of an inlet structure slightly to allow castings, frames, and covers to match finished line and grade requirements.

5. MEASUREMENT AND PAYMENT

5.1 Measurement: Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Pipe and boxes shall be measured per lineal foot for each internal size along the geometrical center of the pipe or box. Concrete structures shall be measured per each type specified.

5.1.1 All measurements and/or stationing shown on drawings and listed in the Bid Schedule reflect horizontal distances with no additional compensation made for vertical angle variations between stations.

5.2 Payment: Pipe and boxes shall be paid for complete and in place per lineal foot for each internal size. Concrete structures shall be paid per each type specified, complete with grates, inlet elements, and in place. Pipe tees and elbows shall be paid for complete and in place per each type specified. Pipe connections shall be paid for complete and in place per the lump sum price as specified in the Bid Schedule. Payment for each item shall include all work to trench, excavate, backfill, furnish, construct, and install drainage structures for a complete and in place stormwater system.



December 8, 2023

David Kennedy, City Manager
City of Neosho
203 E Main Street
Neosho, MO 64850

RE: Stratford & Freeman Road Stormwater Improvements, CDBG 2019-DP-07
Recommendation of Award
Neosho, MO

Dear Mr. Kennedy:

We have reviewed the five (5) bids received December 7, 2023 for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The total on the enclosed Tabulation of Bids shows the amounts of the submitted bids.

It is the recommendation of this office that the City award the contract to Jeff Asbell Excavating & Trucking, Inc. from Carl Junction, Missouri. This recommendation is predicated upon the following:

1. Jeff Asbell Excavating & Trucking, Inc. is the low responsive, responsible bidder with a Base bid plus Additive in the amount of \$1,916,634.54.
2. A recent conversation with a representative for Jeff Asbell Excavating & Trucking, Inc. suggests that they are comfortable with the submitted bid.
3. Our experience with projects performed by Jeff Asbell Excavating & Trucking, Inc. suggests that they are capable of performing the work as stated in the plans and specifications.
4. Jeff Asbell Excavating & Trucking, Inc. has submitted all required documentation.

The project was bid with a Base Bid plus an Additive Bid for sidewalk, and an Alternate Bid for pavement repair. An evaluation of the bid tabulation suggests that acceptance of the Alternate Bid for pavement replacement will yield a lower cost and allow the entire pavement along Stratford to be replaced thus providing a desirable alternative when compared to pavement repair.

The total of the Base Bid plus Additive plus Alternate Bid is in the amount of \$1,915,659.59. It is the recommendation of this office to accept the Additive and Alternate Bids. If the City concurs with this recommendation, please sign each copy of this letter below as indicated and return one copy to this office. Pursuant to our discussions, we will email a copy of the draft construction contract for Jeff Asbell Excavation & Trucking, Inc. for the City's review and consideration.

If you have any questions, please call.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Michael Atkinson, P.E.
Vice President

Accepted,

CITY OF NEOSHO, MISSOURI

David Kennedy,
City Manager

Enclosures: Bid Tabulations

Project: Stratford & Freeman Road Stormwater Improvements
Location: Neosho, MO
Bid Date: 12/7/2023 2:00 PM
Engineers Estimate: \$2,148,398.93
Engineers: Michael Atkinson, P.E., and Alec McDonald, E.I.

BASE BID				Jeff Asbell Excavating & Trucking, Inc. Carl Junction, MO		Branco Enterprises, Inc. Neosho, MO		Elements Construction Concepts Joplin, MO		Shoemaker & Sons Construction Joplin, MO		Dirks Heavy Contractors, LLC Butler, MO	
Item No.	Description	Unit		Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
2	Removal of Existing Improvements	1	LS	\$ 26,706.23	\$ 26,706.23	\$ 27,500.00	\$ 27,500.00	\$ 133,000.00	\$ 133,000.00	\$ 68,250.00	\$ 68,250.00	\$ 49,795.00	\$ 49,795.00
2	Linear Grading	16.5	STA	\$ 1,106.02	\$ 18,249.33	\$ 2,000.00	\$ 33,000.00	\$ 1,000.00	\$ 16,500.00	\$ 525.00	\$ 8,662.50	\$ 17,962.00	\$ 17,962.00
3	Paved Ditch (6" Thick Including Toe Walls)	38	SY	\$ 130.71	\$ 4,966.98	\$ 140.00	\$ 5,320.00	\$ 200.00	\$ 7,600.00	\$ 228.65	\$ 8,688.70	\$ 218.00	\$ 8,284.00
4	Remove & Replace Rollback Concrete Curb and Gutter	684	LF	\$ 48.82	\$ 33,392.88	\$ 39.00	\$ 26,676.00	\$ 45.00	\$ 30,780.00	\$ 65.50	\$ 44,802.00	\$ 68.00	\$ 46,512.00
5	Cold Mill (8' Wide)*	324	LF	\$ 24.07	\$ 7,798.68	\$ 3.00	\$ 972.00	\$ 25.00	\$ 8,100.00	\$ 24.64	\$ 7,983.36	\$ 26.50	\$ 8,586.00
6	8" Barrier Curb & Gutter	485	LF	\$ 47.44	\$ 23,008.40	\$ 35.00	\$ 16,975.00	\$ 50.00	\$ 24,250.00	\$ 65.50	\$ 31,767.50	\$ 61.00	\$ 29,585.00
7a	Concrete Pavement Replacement (Freeman Road)	268	SY	\$ 80.98	\$ 21,702.64	\$ 83.00	\$ 22,244.00	\$ 90.00	\$ 24,120.00	\$ 94.90	\$ 25,433.20	\$ 115.00	\$ 30,820.00
7b	Concrete Pavement Replacement (Stratford Road)*	1723	SY	\$ 83.38	\$ 143,663.74	\$ 120.00	\$ 206,760.00	\$ 85.00	\$ 146,455.00	\$ 94.90	\$ 163,512.70	\$ 115.00	\$ 198,145.00
8	Reestablish Pavement Markings	1	LS	\$ 859.73	\$ 859.73	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00	\$ 7,500.00	\$ 250.00	\$ 250.00	\$ 2,960.00	\$ 2,960.00
9	Concrete Driveways (Stratford Road)	307	SY	\$ 126.87	\$ 38,949.09	\$ 120.00	\$ 36,840.00	\$ 130.00	\$ 39,910.00	\$ 125.25	\$ 38,451.75	\$ 113.00	\$ 34,691.00
10	Concrete Driveways (Freeman Road)	292	SY	\$ 129.34	\$ 37,767.28	\$ 120.00	\$ 35,040.00	\$ 130.00	\$ 37,960.00	\$ 125.25	\$ 36,573.00	\$ 113.00	\$ 32,996.00
11	Type 2 Rock Blanket	72	SY	\$ 64.02	\$ 4,609.44	\$ 43.00	\$ 3,096.00	\$ 75.00	\$ 5,400.00	\$ 115.50	\$ 8,316.00	\$ 29.00	\$ 2,088.00
12	2'X4'X2.5' Precast Junction Box	1	EA	\$ 4,172.84	\$ 4,172.84	\$ 3,680.00	\$ 3,680.00	\$ 3,500.00	\$ 3,500.00	\$ 5,775.00	\$ 5,775.00	\$ 5,953.00	\$ 5,953.00
13	24" Pipe To 2'X6" Connection	1	EA	\$ 3,798.11	\$ 3,798.11	\$ 4,650.00	\$ 4,650.00	\$ 3,700.00	\$ 3,700.00	\$ 1,100.00	\$ 1,100.00	\$ 4,552.00	\$ 4,552.00
14	3'X5' To 2'X6' Connection/Transition	1	LS	\$ 4,042.49	\$ 4,042.49	\$ 7,400.00	\$ 7,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,510.00	\$ 4,510.00	\$ 7,974.00	\$ 7,974.00
15	3'X5' Box Culvert Elbow	1	EA	\$ 6,561.26	\$ 6,561.26	\$ 7,450.00	\$ 7,450.00	\$ 7,000.00	\$ 7,000.00	\$ 7,035.00	\$ 7,035.00	\$ 9,254.00	\$ 9,254.00
16	3'X6' Box Culvert Elbow	1	EA	\$ 6,839.02	\$ 6,839.02	\$ 7,450.00	\$ 7,450.00	\$ 9,000.00	\$ 9,000.00	\$ 7,035.00	\$ 7,035.00	\$ 8,412.00	\$ 8,412.00
17	7' x 13' Junction Box	1	EA	\$ 28,125.50	\$ 28,125.50	\$ 42,100.00	\$ 42,100.00	\$ 20,000.00	\$ 20,000.00	\$ 28,715.80	\$ 28,715.80	\$ 34,135.00	\$ 34,135.00
18	Type S1 Inlet (3'x2')	5	EA	\$ 4,802.86	\$ 24,014.30	\$ 5,350.00	\$ 26,750.00	\$ 5,000.00	\$ 25,000.00	\$ 6,615.00	\$ 33,075.00	\$ 6,720.00	\$ 33,600.00
19	Type S1 Inlet (5'x3')	1	EA	\$ 6,545.30	\$ 6,545.30	\$ 6,800.00	\$ 6,800.00	\$ 6,500.00	\$ 6,500.00	\$ 8,400.00	\$ 8,400.00	\$ 8,222.00	\$ 8,222.00
20	Type S2 Inlet (5'X3')	1	EA	\$ 7,178.00	\$ 7,178.00	\$ 7,200.00	\$ 7,200.00	\$ 7,000.00	\$ 7,000.00	\$ 9,450.00	\$ 9,450.00	\$ 8,624.00	\$ 8,624.00
21	Precast Drop Inlet W/ 2'x2' Curved Vane Grate	6	EA	\$ 3,556.37	\$ 21,338.22	\$ 3,850.00	\$ 23,100.00	\$ 4,000.00	\$ 24,000.00	\$ 5,460.00	\$ 32,760.00	\$ 5,313.00	\$ 31,878.00
22	Precast 8'x4' Curb Inlet	11	EA	\$ 5,587.04	\$ 61,457.44	\$ 6,050.00	\$ 66,550.00	\$ 6,000.00	\$ 66,000.00	\$ 7,400.00	\$ 81,400.00	\$ 5,489.00	\$ 60,379.00
23	Precast Drop Inlet W/ Neenah R-3295-2 (L Grate)	1	EA	\$ 5,875.84	\$ 5,875.84	\$ 5,100.00	\$ 5,100.00	\$ 5,000.00	\$ 5,000.00	\$ 6,720.00	\$ 6,720.00	\$ 7,016.00	\$ 7,016.00
24	Precast Drop Inlet W/ Neenah R-3295-1 (L Grate)	1	EA	\$ 5,150.08	\$ 5,150.08	\$ 4,410.00	\$ 4,410.00	\$ 4,500.00	\$ 4,500.00	\$ 6,510.00	\$ 6,510.00	\$ 6,292.00	\$ 6,292.00
25	15" Class III Reinforced Concrete Pipe	406	LF	\$ 83.72	\$ 33,990.32	\$ 94.00	\$ 38,164.00	\$ 95.00	\$ 38,570.00	\$ 94.50	\$ 38,367.00	\$ 106.00	\$ 43,036.00
26	24" Class III Reinforced Concrete Pipe	130	LF	\$ 88.56	\$ 11,512.80	\$ 110.00	\$ 14,300.00	\$ 100.00	\$ 13,000.00	\$ 127.05	\$ 16,516.50	\$ 122.00	\$ 15,860.00
27	23" x 14" Class III Reinforced Concrete Elliptical Pipe	30	LF	\$ 162.91	\$ 4,887.30	\$ 130.00	\$ 3,900.00	\$ 120.00	\$ 3,600.00	\$ 308.70	\$ 9,261.00	\$ 140.00	\$ 4,200.00
28	23" x 14" Concrete Flared End Section, Inc. Trenching, Bedding, Backfill	1	EA	\$ 1,599.02	\$ 1,599.02	\$ 1,320.00	\$ 1,320.00	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,575.00	\$ 2,691.00	\$ 2,691.00
29	48" Class III Reinforced Concrete Pipe	31	LF	\$ 256.09	\$ 7,938.79	\$ 230.00	\$ 7,130.00	\$ 200.00	\$ 6,200.00	\$ 435.75	\$ 13,508.25	\$ 561.00	\$ 17,391.00
30	2'x6' Reinforced Concrete Box Culvert	262	LF	\$ 620.04	\$ 162,450.48	\$ 527.00	\$ 138,074.00	\$ 575.00	\$ 150,650.00	\$ 584.32	\$ 153,091.84	\$ 803.00	\$ 210,386.00
31	3'x5' Reinforced Concrete Box Culvert	462	LF	\$ 680.87	\$ 314,561.94	\$ 546.00	\$ 252,252.00	\$ 600.00	\$ 277,200.00	\$ 716.62	\$ 331,078.44	\$ 814.00	\$ 376,068.00
32	3'x6' Reinforced Concrete Box Culvert	646	LF	\$ 658.36	\$ 425,300.56	\$ 630.00	\$ 406,980.00	\$ 730.00	\$ 471,580.00	\$ 760.72	\$ 491,425.12	\$ 855.00	\$ 552,330.00
33	8'-10' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	108	LF	\$ 80.08	\$ 8,648.64	\$ 77.00	\$ 8,316.00	\$ 70.00	\$ 7,560.00	\$ 85.00	\$ 9,180.00	\$ 80.00	\$ 8,640.00
34	10'-12' Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe	371	LF	\$ 67.27	\$ 24,957.17	\$ 85.00	\$ 31,535.00	\$ 75.00	\$ 27,825.00	\$ 85.00	\$ 31,535.00	\$ 90.00	\$ 33,390.00
35	10'-12' Deep Trench & Backfill for 10" Dia. Gravity Sewer Pipe	214	LF	\$ 72.83	\$ 15,585.62	\$ 88.00	\$ 18,832.00	\$ 80.00	\$ 17,120.00	\$ 95.00	\$ 20,330.00	\$ 105.00	\$ 22,470.00
36	Pressure Testing and Deflection Testing of 8" Dia. Gravity Sewer Piper, Complete	479	LF	\$ 2.30	\$ 1,101.70	\$ 9.00	\$ 4,311.00	\$ 5.00	\$ 2,395.00	\$ 10.00	\$ 4,790.00	\$ 2.50	\$ 1,197.50
37	Pressure Testing and Deflection Testing of 10" Dia. Gravity Sewer Piper, Complete	214	LF	\$ 4.22	\$ 903.08	\$ 9.00	\$ 1,926.00	\$ 5.00	\$ 1,070.00	\$ 15.00	\$ 3,210.00	\$ 2.50	\$ 535.00
38	8" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	479	LF	\$ 41.59	\$ 19,921.61	\$ 53.00	\$ 25,387.00	\$ 30.00	\$ 14,370.00	\$ 60.00	\$ 28,740.00	\$ 38.00	\$ 18,202.00
39	10" Diameter PVC Class 200 SDR 26 Gravity Sewer Line	214	LF	\$ 89.25	\$ 19,099.50	\$ 70.00	\$ 14,980.00	\$ 35.00	\$ 7,490.00	\$ 70.00	\$ 14,980.00	\$ 42.00	\$ 8,988.00
40	Reconnection of Existing 6" Sewer Laterals & Taps (Including up to 15 LF of pipe)	13	EA	\$ 1,066.62	\$ 13,866.06	\$ 3,750.00	\$ 48,750.00	\$ 3,500.00	\$ 45,500.00	\$ 2,800.00	\$ 36,400.00	\$ 2,250.00	\$ 29,250.00
41	TYPE I, 48" Diameter Precast Manholes (7.5 ft standard depth)	6	EA	\$ 5,872.83	\$ 35,236.98	\$ 5,500.00	\$ 33,000.00	\$ 6,000.00	\$ 36,000.00	\$ 8,500.00	\$ 51,000.00	\$ 7,679.00	\$ 46,074.00
42	TYPE I, 48" Diameter Extra Depth, complete & In Place	13	FT	\$ 571.55	\$ 7,430.15	\$ 250.00	\$ 3,250.00	\$ 250.00	\$ 3,250.00	\$ 1,300.00	\$ 16,900.00	\$ 414.00	\$ 5,382.00
43	TYPE I, 48" Diameter Manhole Testing	6	EA	\$ 284.91	\$ 1,709.46	\$ 280.00	\$ 1,680.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00
44	Connection to Existing Manholes	1	EA	\$ 855.45	\$ 855.45	\$ 1,760.00	\$ 1,760.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,125.00	\$ 1,125.00
45	Water Service Line Relocation, Complete & In Place	608	LF	\$ 59.93	\$ 36,437.44	\$ 43.00	\$ 26,144.00	\$ 100.00	\$ 60,800.00	\$ 37.00	\$ 22,496.00	\$ 39.50	\$ 24,016.00

46	Water Line Relocation 6" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill,	91	LF	\$	132.11	\$	12,022.01	\$	130.00	\$	11,830.00	\$	200.00	\$	18,200.00	\$	90.00	\$	8,190.00	\$	148.00	\$	13,468.00
47	Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	67	LF	\$	203.90	\$	13,661.30	\$	200.00	\$	13,400.00	\$	250.00	\$	16,750.00	\$	100.00	\$	6,700.00	\$	238.50	\$	15,979.50
48	Water Line Relocation 8" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill,	46	LF	\$	252.67	\$	11,622.82	\$	290.00	\$	13,340.00	\$	350.00	\$	16,100.00	\$	110.00	\$	5,060.00	\$	365.00	\$	16,790.00
49	Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	16	LF	\$	671.24	\$	10,739.84	\$	900.00	\$	14,400.00	\$	850.00	\$	13,600.00	\$	130.00	\$	2,080.00	\$	819.00	\$	13,104.00
50	Water Line Relocation 10" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	1	LS	\$	6,237.32	\$	6,237.32	\$	6,600.00	\$	6,600.00	\$	20,000.00	\$	20,000.00	\$	6,500.00	\$	6,500.00	\$	6,500.00	\$	6,500.00
51	Water Line Relocation 16" Dia. Class 200 PVC Water Line, Inc. Trenching, Bedding, Backfill, Tracer Wire, Fittings, Pressure Testing, Thrust Block Complete & In-place Per Plans & Specifications	1	LS	\$	5,061.67	\$	5,061.67	\$	9,870.00	\$	9,870.00	\$	15,000.00	\$	15,000.00	\$	4,042.50	\$	4,042.50	\$	12,000.00	\$	12,000.00
52	Erosion Control	1	LS	\$	4,298.66	\$	4,298.66	\$	11,280.00	\$	11,280.00	\$	5,000.00	\$	5,000.00	\$	15,400.00	\$	15,400.00	\$	7,698.00	\$	7,698.00
53	Traffic Control	1650	LF	\$	8.87	\$	14,635.50	\$	16.50	\$	27,225.00	\$	10.00	\$	16,500.00	\$	5.00	\$	8,250.00	\$	2.50	\$	4,125.00
54	Topsoil, Seeding, Fertilizing, and Mulching	1	LS	\$	10,746.64	\$	10,746.64	\$	11,000.00	\$	11,000.00	\$	15,000.00	\$	15,000.00	\$	11,000.00	\$	11,000.00	\$	8,000.00	\$	8,000.00
55	Type A Surface Restoration	1	LS	\$	9,027.18	\$	9,027.18	\$	96,200.00	\$	96,200.00	\$	228,000.00	\$	228,000.00	\$	248,600.00	\$	248,600.00	\$	48,000.00	\$	48,000.00
56	Construction Staking	1	LS	\$	79,969.66	\$	79,969.66	\$	170,000.00	\$	17,000.00	\$	65,000.00	\$	65,000.00	\$	51,512.00	\$	51,512.00	\$	170,000.00	\$	170,000.00
57	2'x6' Box Culvert Elbow	1	EA	\$	6,738.08	\$	6,738.08	\$	2,000.00	\$	2,000.00	\$	10,000.00	\$	10,000.00	\$	6,825.00	\$	6,825.00	\$	8,057.00	\$	8,057.00
58	Additional Concrete for Variable Gutter Pan Width (Freeman Road)	30	SY	\$	87.84	\$	2,635.20	\$	54.00	\$	1,620.00	\$	75.00	\$	2,250.00	\$	49.50	\$	1,485.00	\$	53.00	\$	1,590.00
BASE BID TOTAL				\$		1,882,162.77		\$		1,951,419.00		\$		2,299,355.00		\$		2,351,205.16		\$		2,438,258.00	

Additive Bid A

Item				Extended		Extended		Extended		Extended		Extended	
No.	Description	Unit		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
59	5' Wide Sidewalk (4" Thick)	275	SY	\$ 96.89	\$ 26,644.75	\$ 62.00	\$ 17,050.00	\$ 75.00	\$ 20,625.00	\$ 127.25	\$ 34,993.75	\$ 188.00	\$ 51,700.00
60	Perpendicular ADA Ramp	2	EA	\$ 3,468.41	\$ 6,936.82	\$ 1,320.00	\$ 2,640.00	\$ 1,500.00	\$ 3,000.00	\$ 4,322.50	\$ 8,645.00	\$ 4,264.00	\$ 8,528.00
61	Truncated Domes	20	SF	\$ 44.51	\$ 890.20	\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00	\$ 44.00	\$ 880.00	\$ 47.50	\$ 950.00
ADDITIVE TOTAL				\$ 34,471.77		\$ 20,290.00		\$ 24,625.00		\$ 44,518.75		\$ 61,178.00	

TOTAL BASE BID AND ADDITIVE BID A				\$		1,916,634.54		\$		1,971,709.00		\$		2,323,980.00		\$		2,395,723.91		\$		2,499,436.00	
-----------------------------------	--	--	--	----	--	--------------	--	----	--	--------------	--	----	--	--------------	--	----	--	--------------	--	----	--	--------------	--

Alternate Bid 1

Item				Extended		Extended		Extended		Extended		Extended	
No.	Description		Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
62	Full Depth Pavement Repair along Stratford Rd.	2935	SY	\$ 48.46	\$ 142,230.10	\$ 55.00	\$ 161,425.00		\$ 193,710.00	\$ 53.47	\$ 156,934.45	\$ 67.50	\$ 198,112.50
63	Geogrid	2981	SY	\$ 2.77	\$ 8,257.37	\$ 8.00	\$ 23,848.00		\$ 14,905.00	\$ 6.83	\$ 20,360.23	\$ 7.50	\$ 22,357.50
ALTERNATE TOTAL				\$ 150,487.47		\$ 185,273.00		\$ 208,615.00		\$ 177,294.68		\$ 220,470.00	

* Denotes Bid Items to be removed in place of Alternate Bid 1

** Denotes Mathematical Error

This is to certify that at 2:00 pm on December 7, 2023 at City Hall in Neosho, MO, the bids were publiclv opened. read aloud. and the above totals are correct as to the additions.



By _____
Michael Atkinson, P.E.
Vice President

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: Bill No. 2023-206: Civic Plus Programming for Building Permits and Inspections,
2nd & 3rd Reading

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-206 CivicPlus Community Development software 2024
 2. Bill No. 2023-206 Contract with CivicPlus for Building Permits and Inspections Module
-

PURPOSE:

The purpose of the item is to gain council's consent for the city to enter into a contract with Civic Plus to provide building permit and inspection software.

BACKGROUND:

Civic Plus currently provides the city's website and meeting software. This program would integrate with the website software to allow public and business online access to applying for permits and paying for them. It would also allow citizens, contractors, developers and staff to schedule inspection requests directly into the inspector's calendar and monitor the progress of the inspections, interact with the inspector and receive certificates of occupancy online. It will also allow monitoring and records of code enforcement efforts for dangerous buildings.

RECOMMENDATION:

Staff recommends the purchase of the building permits program from Civic Plus.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with CivicPlus, LLC, a Kansas Limited Liability Company, for the purpose of implementing and supporting “Community Development” software for the not to exceed price of Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$7,500.00); authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement with CivicPlus, LLC, a Kansas Limited Liability Company, for the purpose of implementing and supporting Community Development” software for the not to exceed price of Seven Thousand Five Hundred Dollars and 00/100 Dollars (\$7,500.00) for the first year and Six Thousand Three Hundred Dollars and 00/100 Dollars (\$6,300.00) for the second year, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho, Missouri.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



code enforcement,
permitting, and licensing

Permitting, Planning & Zoning, Business Licensing, Code Enforcement, Fire & Life Safety Inspections

Proposal valid for 60 days from date of receipt



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2023 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



The CivicPlus Code Enforcement, Permitting, and Licensing solution streamlines the zoning, building, and inspection process enabling departments to collaborate and providing resident and business digital self-service functionality.



A complete solution to submit, review, approve, and issue permits.



Robust functionality to manage the intricacies of new subdivisions, plats, site plans, and other projects.



Process complaints and track violations end to end from initial inspection and notice of violation through citation processing, court proceedings, and resolution.



Create and manage license applications, renewals, payments, inspections, and contractor credentials.



Conduct and schedule one-time and cyclical reoccurring inspections across your organization. Generate inspection failure notices and track court appearances.



Premium features and integrations are available for ESRI-based GIS systems, digital plan review software, local/state/federal codes, payment providers, and other third-party, back-office systems.



Proposed Modules

Permitting

Create Unlimited Permit Applications

- Customize types and sub-types (commercial, residential, etc.)
- Upload and track application documents and photos
- Track standard fields and/or customer-defined additional fields

Manage Properties, Buildings, & Occupants

- Populate system with tax parcels, buildings, and suites
- Track permits related to properties, property owners, contractors, business owners, and occupants

Allow Online Submission of Permit Applications

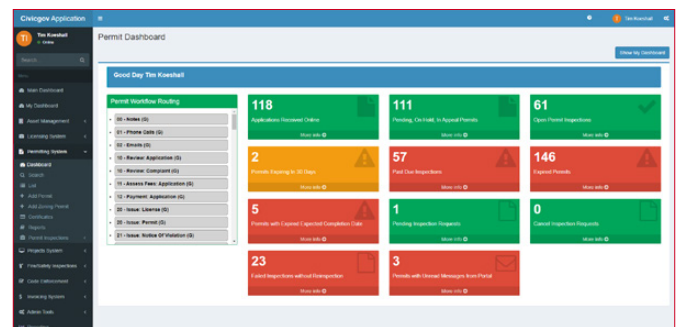
- Enable/disable online submittal on a per-permit basis
- Standardized online template and document upload capability

Enable End-to-End Review & Approval (Case Management)

- Application reviews for one or more departments
- Inspections, financial reviews, and board reviews
- Override routing and final approval authority

Schedule & Conduct Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state, federal)
- Personalized “Today’s Inspections” area for each inspector



Create Digital Checklists

- Customize checklists based on type and sub-type

Collect Permit Fees

- Assign fees, generate invoices, complete transactions, issue receipts
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software

Generate Permits & Certificates

- Permits, temporary certificates, certificates of occupancy and inspection reports

Track Contractors, Insurance Requirements, & Contacts

- Ensure contractor insurance requirements are met for a given permit application
- Track multiple permit-related points of contact

Track Related Projects

Generate Reports (CSV, PDF, HTML)

Integrates with Our Planning & Zoning and Code Enforcement Modules



Planning & Zoning

Create Unlimited Master or Sub Projects

- Customize project types and sub-types (city council, planning commission, stormwater, subdivision, ZBA, etc.)
- Upload and track project documents and photos
- Track standard fields or customer-defined additional fields

Manage Properties, Buildings, & Occupants

- Populate system with tax parcels, buildings, and suites
- Track projects related to the properties, property owners, contractors, business owners, and occupants

Create Notification Letters for Adjacent Properties

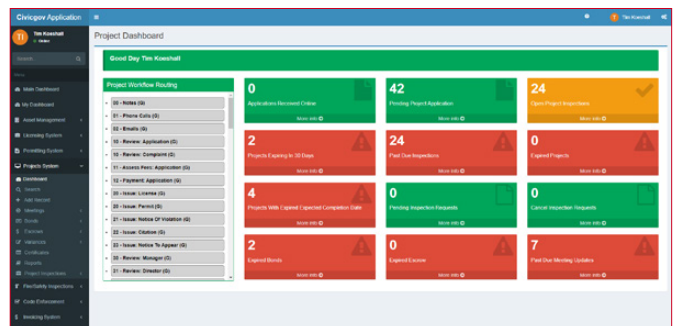
- Adjacent/proximity parcel search (requires GIS integration)

Issue & Track Variances

Track Numerous Documents & Processes

- Affidavits, bonds, and escrow accounts
- Project meetings
- Project questions and answers
- Related projects

Create Customizable Digital Checklists Based on Type & Sub-type



Enable End-to-End Review & Approval (Case Management)

- Application reviews – one or more departments
- Inspections, checklists, financial reviews, board reviews
- Override routing and final approval authority

Schedule & Conduct Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state codes, federal)
- Personalized “Today’s Inspections” area for each inspector

Collect Project Fees

- Assign fees, generate invoices, complete transactions, issue receipts
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software

Generate Certificates & Letters

- Certificates of Occupancy/Use and other templates

Track Contractors, Insurance Requirements, & Contacts

- Ensure permit application insurance requirements are met
- Track multiple permit-related points of contact

Generate Reports (CSV, PDF, HTML)

Integrates with Our Permitting Module



Code Enforcement

Track Detailed Complaint & Violation Records

- Customize complaint/violation types and sub-types
- Upload and track application documents and photos
- Track complaints/violations via standard data fields or customer-defined additional fields

Manage Properties, Buildings, & Occupants

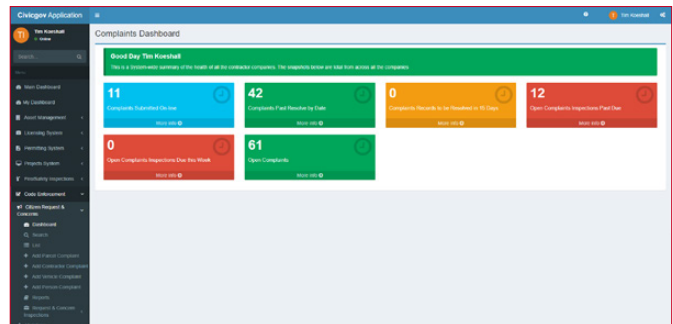
- Populate system with tax parcels, buildings, and suites
- Track complaints and violations related to properties, property owners, contractors, business owners, and occupants

Submit Online or Manual Complaints & Violations

- Online public submission
- Manual staff submission (walk-ins, phone, email requests)

Schedule & Conduct Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state, federal)
- Personalized “Today’s Inspections” area for each inspector

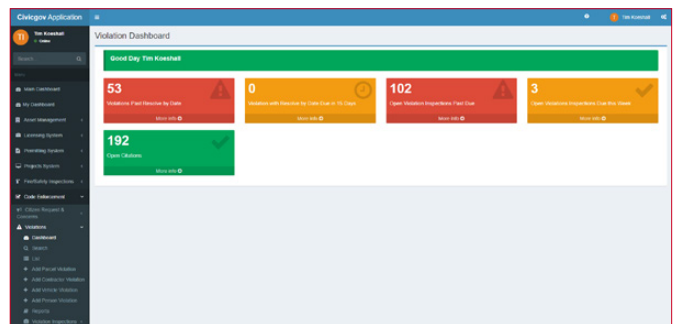


Track Court Hearings

- Hearing date/time, ticket/docket number, judge, notes

Issue Fines & Collect Payment

- Assign fees, generate invoice, complete transaction, issue receipt
- Complete credit card transactions using a CivicPlus Pay authorized payment gateway
- Export transaction details to be imported to financial software



Enable End-to-End Review & Approval (Case Management)

- Track from initial inspection, notice of violation, re-inspection, citation processing, court proceedings, and final resolution

Generate Citation Notices of Violation/Citation Letters

- Send via email or certified mail

Generate Reports (CSV, PDF, HTML)

Integrates with Our Business License Module

Fire & Life Safety Inspections

Schedule & Conduct Fire & Safety Inspections

- Select inspection type, track status, and assign inspectors
- Take and store photos of inspection results
- Attach codes (local municipal codes, state codes, federal) to inspection records
- Personalized “Today’s Inspections” area for each inspector

Manage Properties, Buildings, Suites, & Equipment

- Populate system with tax parcels, buildings, and suites
- Track inspections related to the properties, property owners, contractors, business owners, and occupants
- Track equipment assets operational status

Create Digital Checklists

- Customize checklists based on inspection type and sub-type

Schedule One-time & Recurring Inspections

Collect Inspection Fees

- Assign fees, generate invoices, and process payments (requires CivicPlus Pay authorized payment gateway)

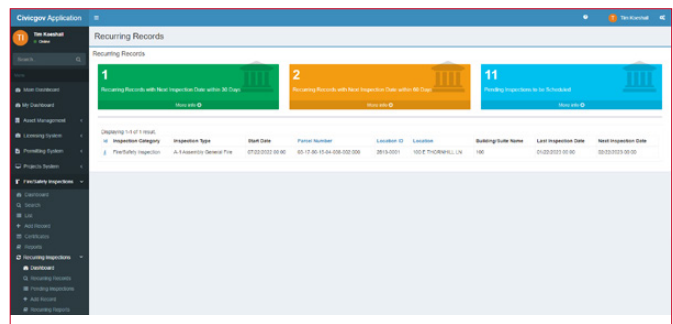
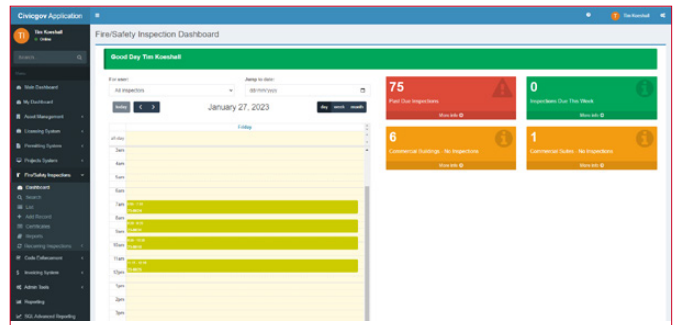
Enable End-to-End Review & Approval (Case Management)

- Inspection for one or more departments
- Override routing

Generate Certificates & Letters

- Standardized templates provided

Generate Reports (CSV, PDF, HTML)



Implementation

Permitting

PROJECT TIMELINE ESTIMATE

A typical Permitting project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

INCLUDED PROJECT TASKS/MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- Permit directory setup (permit types and use/sub-types)
- One department setup included per module
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Public permit directory setup
- One standardized building application form
- One standardized electrical application form
- One standardized mechanical application form
- One standardized plumbing application form
- Payments and fees setup
- Testing
- Training
- Go-Live

Planning & Zoning

PROJECT TIMELINE ESTIMATE

A typical Planning and Zoning project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

INCLUDED PROJECT TASKS/MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- Project directory setup (project types and use/sub-types)
- One department setup included per module
- One standardized land use application form
- One standardized board or appeals application form
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Payments and fees setup
- Testing
- Training
- Go-Live

Business Licensing

PROJECT TIMELINE ESTIMATE

A typical Business Licensing project takes 6-12 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	2-4 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

INCLUDED PROJECT TASKS / MILESTONES

- Business directory import (existing business list)
- Business license directory setup (business types, sub-types, insurance requirements, renewal requirements)
- One department setup included per module
- One standardized license application form
- One standardized contractor registration application form
- Business certificates and letters setup
- Review and approval process setup
- Public business license directory setup
- Payments and fees setup
- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files (optional)
- Testing
- Training
- Go-Live



Code Enforcement

PROJECT TIMELINE ESTIMATE

A typical Code Enforcement project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

INCLUDED PROJECT TASKS / MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- One department setup included per module
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Payments and fees setup
- One online public complaint form setup
- Testing
- Training
- Go-Live

Fire & Life Safety Inspections

PROJECT TIMELINE ESTIMATE

A typical Fire & Life Safety Inspections project takes 8-16 weeks. Please note that actual timelines vary based on size of organization and final scope of services.

Phases	Timeframe
Requirements	1 Week
Configuration & Data Import	4-12 Weeks
Testing	1 Week
Training	1-2 Weeks
Go-Live	1 Week

INCLUDED PROJECT TASKS / MILESTONES

- Tax parcel setup via GIS (ESRI) endpoint or customer-provided import files
- CivicPlus Code of Ordinances integration
- Complaint/violation setup (types and sub-types)
- One department setup included per module
- Inspection setup
- Digital checklist setup (five included)
- Certificates and letters setup (five included)
- Review and approval process setup
- Payments and fees setup
- Testing
- Training
- Go-Live

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available via email and phone 8 a.m. – 5 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of your solution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.



AWARD-WINNING

CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Support at a Glance

- Technical support engineers available 8 a.m. – 5 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center Includes release notes to inform your staff of upcoming enhancements and maintenance.

CONTINUING PARTNERSHIP

We won't disappear after your system is live. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system, resulting in consistently positive digital experiences for both your staff and residents.



Hosting & Security

DATA CENTER

CivicPlus hosts our CivicPlus Code Enforcement, Permitting, and Licensing solution in a secure data center. The data center is staffed 24×7×365.

SITE MONITORING, SITE RECOVERY, AND GUARANTEED UPTIME

CivicPlus leverages auto-monitoring tools to proactively detect and identify server performance and alert us of potential issues. In the unlikely event we encounter a critical issue, our engineering team will act promptly and provides regular status updates via our Help Center's online status page. CivicPlus guarantees a web server uptime of 99.9%.

SECURITY

CivicPlus leverages third-party experts to conduct security and penetration tests on a periodic basis to proactively validate product security against the latest attack vectors and implement corrective actions as needed. The CivicPlus Code Enforcement, Permitting, and Licensing system conducted its most recent tests in 2021 and included automated and manual tests for both unauthenticated (i.e., without login) and authenticated users. Our solution is SSL encrypted to secure data transmission. In addition, it restricts user access via role-based permissions. The application requires users to log in with a unique user ID and password. We also support two-factor authentication using Google Authenticator and Microsoft Authenticator.

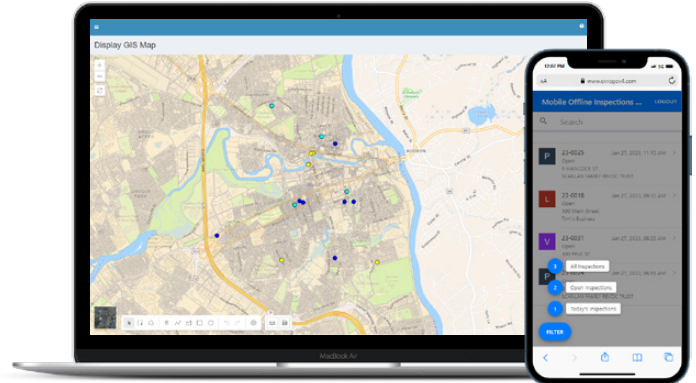


Additional Enhancements

CivicPlus has various features and services that you can leverage to streamline your system. Below is a complete list of all the features available to you that will amplify your experience. Please reach out for additional information.

VALUE-ADDED FEATURES

- CivicPlus/Municode Code Repository Integration
- SeeClickFix to Code Enforcement module integration
- ICC Code Repository Integration
- CivicPlus Pay Integration – Credit Card Processing
- Premium GIS (ESRI) Mapping Integration
- Mobile App - Offline Inspections
- Bluebeam REVU integration
- Third-party API integrations
- Additional Department/Groups



PROFESSIONAL SERVICES

- Data Imports (historical records, contractor data, third-party codes, etc.)
- Additional Training
- Additional Configuration Items (Additional custom checklists, certificates, online fillable forms, etc.)
- Custom Development

Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-57321-1

11/15/2023 4:35 PM

12/15/2023

Client:

Neosho MO - CivicGov

Bill To:

NEOSHO, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan McNelly		ryan.mcnelly@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Community Development Permitting Annual	Community Development Permitting Annual	Renewable
1.00	Community Development Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Community Development Permitting Setup	Community Development Permitting Setup	One-time
1.00	Community Development Premium GIS (ESRI) Mapping Integration Annual	Community Development Premium GIS (ESRI) Mapping Integration Annual	Renewable
1.00	Community Development Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Community Development Premium GIS (ESRI) Mapping Integration Setup	Community Development Premium GIS (ESRI) Mapping Integration Setup	One-time
1.00	eCode360 API Connector for Community Development	eCode360 API Integration with Community Development Code Library. This requires the client to provide credentials for their eCode360 API.	Renewable
1.00	Community Development Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

List Price - Year 1 Total	USD 9,000.00
Total Investment - Initial Term	USD 7,500.00
Annual Recurring Services - Year 2	USD 6,300.00

Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	50% invoiced on signature date and 50% invoiced 6 months from signature date or completion of implementation, if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

AN ORDINANCE approving a funding agreement between the City of Neosho, Missouri and Clearwater Milling, LLC, relating to the development of an industrial development project.

WHEREAS, the City of Neosho, Missouri (the “City”) is a constitutional charter city and political subdivision of the State of Missouri; and

WHEREAS, Clearwater Milling, LLC, a limited liability company (the “Developer”) has proposed to develop approximately 15 acres at 5801 Terry Johnson Drive in the City (the “Property”) with the construction of a distribution and manufacturing facility on the Property (the “Project”), all within the City; and

WHEREAS, Developer has further requested the use of Chapter 100 and other public assistance in connection with certain eligible aspects of the Project;

WHEREAS, to cooperate with and assist the Developer, the City must retain outside counsel and third party consultants and incur other related third party expenses (the “Services”) in connection with the Project; and

WHEREAS, the City and the Developer desire to enter into a Funding Agreement (the “Funding Agreement”) to provide for the payment and funding for the Services obtained by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Clearwater Milling, L.L.C., an Oklahoma Limited Liability Company, for the purpose of funding legal services related to a Chapter 100 bond project, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

APPROVED AS TO FORM:

Cheyenne Wright, City Clerk

Jordan L. Paul, City Attorney

**EXHIBIT A
TO ORDINANCE NO. 465 - 2023**

FUNDING AGREEMENT

**CHAPTER 100 FUNDING AGREEMENT FOR THE
CLEARWATER MILLING PROJECT**

This **FUNDING AGREEMENT FOR THE CLEARWATER MILLING PROJECT** (“**Funding Agreement**”) is entered into this ____ day of November, 2023, between the **CITY OF NEOSHO, MISSOURI** (the “**City**”), and **CLEARWATER MILLING, L.L.C.**, an Oklahoma limited liability company (the “**Developer**”).

RECITALS

WHEREAS, cities, counties, towns and villages in Missouri are authorized, pursuant to Sections 100.010 to 100.200 of the Missouri Revised Statutes (the “**Act**”), to issue revenue bonds (“**Bonds**”) to finance projects for private corporations, partnerships and individuals; and

WHEREAS, the City is a charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the City Council; and

WHEREAS, the Developer is authorized to conduct business in the State of Missouri; and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from services rendered to review, evaluate, consider and process the application by the Developer to construct a project in the City (the “**Application**”); and

WHEREAS, when a Developer desires assistance from the City through the use of economic incentive tools, the Developer shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, the City has been requested by the Developer to prepare or consult on the preparation of documents necessary to issue Chapter 100 Bonds (the “**Bond Issue**”) for a project within the City, and to consider the Bond Issue in accordance with the Act and, if such Bond Issue is approved by the City, to provide such other services and assistance as may be required to implement and administer the Bond Issue through its completion, including abatement and exemption for taxes providing a significant financial benefit to the Developer; and

WHEREAS, the City does not have a source of funds to finance third-party costs incurred by them, in the form of legal fees (Bond Counsel and Special Counsel), fiscal, planning consultants, direct out-of-pocket expenses and other costs resulting from, services rendered to the Developer to review, evaluate, process and consider a request for the Bond Issue pursuant to the Act.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Bond Issuance.** The Developer understands:

A. The Bond Issue may be completed in one or more series for the purpose of financing the construction of commercial facilities in the City and will be limited obligations of the City, payable solely from lease payments and revenues received from Developer;

B. The City is the sole client of Gilmore & Bell, P.C. (the “Bond Counsel”) in the contemplated Bond Issue, and although the Bond Counsel does not represent the Developer, the Developer will be responsible for paying the legal fees of the Bond Counsel.

2. **Services to be Performed by the City.** The City shall:

A. Prepare or consult with the Developer on the preparation and consideration of the Application;

B. Give all notices, make all publications and hold hearings as may be required by applicable laws in order to consider the Application;

C. If the City Council of the City approves the project and the issuance of bonds, the City will provide necessary staff, legal, financial, and planning assistance to prepare, evaluate, negotiate and present the requested actions to the City and to prepare and present required ordinances and resolutions to the City Council for the Application; and

D. If the Developer’s requested actions are approved, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement (the “Agreement”) between the Developer and the City for implementation of the Application, which may also include related contracts for any approved public funding sources.

3. **Application Fee & Initial Deposit.** The City acknowledges receipt of Twenty Thousand Dollars (\$20,000.00) (the “Deposit”) from the Developer in connection with this Funding Agreement as the Chapter 100 Application Fee. The Deposit shall be treated as a deposit with the City pursuant to the terms and conditions of this Funding Agreement. The City shall disburse the Deposit as set forth in **Section 5** and shall bill the Developer pursuant to **Section 6** to re-establish the Deposit so that there is always a minimum cash balance of Twenty Thousand Dollars (\$20,000.00) available, from which additional disbursements may be made as required.

4. **Additional Funding.**

A. The City shall submit an itemized statement for actual and reasonable out-of-pocket third-party expenses necessary to perform its obligations hereunder or for any additional reasonable obligations or expenditures incurred by the City, including copies of paid invoices for such obligations and expenditures. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Developer shall pay the City the amounts set forth on such statements (the “Additional Funds”) within thirty (30) days of receipt thereof; provided, however, any statements for services of Bond Counsel and the trustee for the Bond Issue shall be paid at the time of issuance of the Bonds. If such funds are not so received, the unpaid balance shall accrue interest at the rate of two percent (2%) per month until paid, but in no event shall such interest exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Funding Agreement pursuant to **Section 7**. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual and reasonable out-of-pocket expenses necessary to perform the City's obligations hereunder, including additional consultants as approved according to Section 4(C).

C. The City shall advise the Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Funding Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected.

D. Before a vote by the City Council for approval or disapproval of the Bond Issue, approval of the Agreement with the Developer, or approval of any other measure associated the Application, the Developer shall deposit with the City, upon notice from the City, sufficient Additional Funds to pay all outstanding expenses incurred hereunder and replenish the amount on deposit with the City as provided in **Section 3**.

5. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of actual and reasonable costs to the City on or before the thirtieth (30th) day of each month, and for actual and reasonable consulting fees and the payment of all actual and reasonable out-of-pocket third-party expenses incurred by the City in connection with the performance of its obligations under this Funding Agreement as payment for such expenses become due. The City shall send to the Developer a copy of the record for each disbursement made to the Developer pursuant to this Funding Agreement within five (5) business days of such disbursement along with documents evidencing such expenses.

6. **Project Administration.** In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Chapter 100 and any contracts entered into in furtherance of the Application. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other expenses that are reasonable or incidental to the general operations of the City and its consultants with respect to administration of the Chapter 100, and any contracts entered into in furtherance of the Application. The provisions of this section shall apply until such time as the City and the Developer execute an agreement which provides for the termination of this Funding Agreement and the terms and conditions under which the City's ongoing services shall be funded. It is anticipated that, if approved, any such agreement will include provisions necessary for reimbursement of such funds to the Developer.

7. **Termination of this Funding Agreement.**

A. **Termination by the City.** In the event the Developer fails to perform any of its obligations herein, the City may terminate this Funding Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Funding Agreement, including, but not limited to, the City's processing of Developer's Application. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

B. **Termination by the Developer.** The parties hereto acknowledge that the Developer may determine to abandon the Application. Upon written notice of abandonment by the Developer, this Funding Agreement shall terminate, and the City may terminate any other agreement between the parties. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

C. **Wrap-Up After Early Termination.** Upon termination pursuant to paragraphs A or B of this Section, the City shall retain the Deposit and Additional Funds, if any, necessary to

reimburse the City for all actual and reasonable expenses incurred under this Funding Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement with the Developer. Upon such termination, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Funding Agreement pursuant to paragraphs A or B of this Section, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by the City, or reimbursed to the City, shall be returned to the Developer.

D. Termination by Consolidation into Chapter 100 Performance Agreement. Unless otherwise terminated as provided in paragraphs A or B of this **Section 6**, this Funding Agreement shall stay in full force and effect until it is specifically terminated as set forth in the development or performance agreement related to the Application, and thereafter the terms and conditions of the agreement shall provide for the continued funding arrangements by Developer with respect to the Application.

8. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Funding Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Neosho
203 E. Main Street
Neosho, Missouri 64850
Attn: City Manager

To the Developer:

Clearwater Milling, LLC
4950 N Air Depot Blvd.
Edmond, Oklahoma 73034
Attn: Dusty Turner

With a copy to:

Sid Douglas
Gilmore & Bell, P.C., Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

9. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Funding Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development projects cannot be contractually guaranteed. This Funding Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application and approvals for the Application in accordance with all applicable laws any other projects with respect to development of the Redevelopment Area and Developer's property.

10. **Legal Representation.** The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not

providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's expenses under this Funding Agreement. Developer further understands that legal counsel paid pursuant to this Funding Agreement is legal counsel for the City and acknowledges the duties of confidentiality and loyalty to the City.

11. **Assignment.** This Funding Agreement may not be assigned by any party without the prior written consent of the other party. No assignment, unless specifically provided for in such consent, shall relieve the assigning party of any liability pursuant to this Funding Agreement. This Funding Agreement shall be binding upon the parties and their successors and permitted assigns.

[Remainder of this Page Intentionally Left Blank]

The parties hereto have caused this Funding Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF NEOSHO, MISSOURI

By: _____
Richard Davidson, Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:



Special Counsel

CLEARWATER MILLING, L.L.C.,

By: _____

Name: _____

Title: _____

**CHAPTER 100 FUNDING AGREEMENT FOR THE
CLEARWATER MILLING PROJECT**

This **FUNDING AGREEMENT FOR THE CLEARWATER MILLING PROJECT** (“**Funding Agreement**”) is entered into this ____ day of November, 2023, between the **CITY OF NEOSHO, MISSOURI** (the “**City**”), and **CLEARWATER MILLING, L.L.C.**, an Oklahoma limited liability company (the “**Developer**”).

RECITALS

WHEREAS, cities, counties, towns and villages in Missouri are authorized, pursuant to Sections 100.010 to 100.200 of the Missouri Revised Statutes (the “**Act**”), to issue revenue bonds (“**Bonds**”) to finance projects for private corporations, partnerships and individuals; and

WHEREAS, the City is a charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the City Council; and

WHEREAS, the Developer is authorized to conduct business in the State of Missouri; and

WHEREAS, the City does not have a source of funds to finance costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from services rendered to review, evaluate, consider and process the application by the Developer to construct a project in the City (the “**Application**”); and

WHEREAS, when a Developer desires assistance from the City through the use of economic incentive tools, the Developer shall demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, the City has been requested by the Developer to prepare or consult on the preparation of documents necessary to issue Chapter 100 Bonds (the “**Bond Issue**”) for a project within the City, and to consider the Bond Issue in accordance with the Act and, if such Bond Issue is approved by the City, to provide such other services and assistance as may be required to implement and administer the Bond Issue through its completion, including abatement and exemption for taxes providing a significant financial benefit to the Developer; and

WHEREAS, the City does not have a source of funds to finance third-party costs incurred by them, in the form of legal fees (Bond Counsel and Special Counsel), fiscal, planning consultants, direct out-of-pocket expenses and other costs resulting from, services rendered to the Developer to review, evaluate, process and consider a request for the Bond Issue pursuant to the Act.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Bond Issuance.** The Developer understands:

A. The Bond Issue may be completed in one or more series for the purpose of financing the construction of commercial facilities in the City and will be limited obligations of the City, payable solely from lease payments and revenues received from Developer;

B. The City is the sole client of Gilmore & Bell, P.C. (the “Bond Counsel”) in the contemplated Bond Issue, and although the Bond Counsel does not represent the Developer, the Developer will be responsible for paying the legal fees of the Bond Counsel.

2. **Services to be Performed by the City.** The City shall:

A. Prepare or consult with the Developer on the preparation and consideration of the Application;

B. Give all notices, make all publications and hold hearings as may be required by applicable laws in order to consider the Application;

C. If the City Council of the City approves the project and the issuance of bonds, the City will provide necessary staff, legal, financial, and planning assistance to prepare, evaluate, negotiate and present the requested actions to the City and to prepare and present required ordinances and resolutions to the City Council for the Application; and

D. If the Developer’s requested actions are approved, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement (the “Agreement”) between the Developer and the City for implementation of the Application, which may also include related contracts for any approved public funding sources.

3. **Application Fee & Initial Deposit.** The City acknowledges receipt of Twenty Thousand Dollars (\$20,000.00) (the “Deposit”) from the Developer in connection with this Funding Agreement as the Chapter 100 Application Fee. The Deposit shall be treated as a deposit with the City pursuant to the terms and conditions of this Funding Agreement. The City shall disburse the Deposit as set forth in **Section 5** and shall bill the Developer pursuant to **Section 6** to re-establish the Deposit so that there is always a minimum cash balance of Twenty Thousand Dollars (\$20,000.00) available, from which additional disbursements may be made as required.

4. **Additional Funding.**

A. The City shall submit an itemized statement for actual and reasonable out-of-pocket third-party expenses necessary to perform its obligations hereunder or for any additional reasonable obligations or expenditures incurred by the City, including copies of paid invoices for such obligations and expenditures. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. The Developer shall pay the City the amounts set forth on such statements (the “Additional Funds”) within thirty (30) days of receipt thereof; provided, however, any statements for services of Bond Counsel and the trustee for the Bond Issue shall be paid at the time of issuance of the Bonds. If such funds are not so received, the unpaid balance shall accrue interest at the rate of two percent (2%) per month until paid, but in no event shall such interest exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Funding Agreement pursuant to **Section 7**. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

B. The City and the Developer agree that the Developer shall reimburse the City for its actual and reasonable out-of-pocket expenses necessary to perform the City's obligations hereunder, including additional consultants as approved according to Section 4(C).

C. The City shall advise the Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Funding Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected.

D. Before a vote by the City Council for approval or disapproval of the Bond Issue, approval of the Agreement with the Developer, or approval of any other measure associated the Application, the Developer shall deposit with the City, upon notice from the City, sufficient Additional Funds to pay all outstanding expenses incurred hereunder and replenish the amount on deposit with the City as provided in **Section 3**.

5. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of actual and reasonable costs to the City on or before the thirtieth (30th) day of each month, and for actual and reasonable consulting fees and the payment of all actual and reasonable out-of-pocket third-party expenses incurred by the City in connection with the performance of its obligations under this Funding Agreement as payment for such expenses become due. The City shall send to the Developer a copy of the record for each disbursement made to the Developer pursuant to this Funding Agreement within five (5) business days of such disbursement along with documents evidencing such expenses.

6. **Project Administration.** In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the Chapter 100 and any contracts entered into in furtherance of the Application. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other expenses that are reasonable or incidental to the general operations of the City and its consultants with respect to administration of the Chapter 100, and any contracts entered into in furtherance of the Application. The provisions of this section shall apply until such time as the City and the Developer execute an agreement which provides for the termination of this Funding Agreement and the terms and conditions under which the City's ongoing services shall be funded. It is anticipated that, if approved, any such agreement will include provisions necessary for reimbursement of such funds to the Developer.

7. **Termination of this Funding Agreement.**

A. **Termination by the City.** In the event the Developer fails to perform any of its obligations herein, the City may terminate this Funding Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Funding Agreement, including, but not limited to, the City's processing of Developer's Application. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

B. **Termination by the Developer.** The parties hereto acknowledge that the Developer may determine to abandon the Application. Upon written notice of abandonment by the Developer, this Funding Agreement shall terminate, and the City may terminate any other agreement between the parties. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph C of this Section.

C. **Wrap-Up After Early Termination.** Upon termination pursuant to paragraphs A or B of this Section, the City shall retain the Deposit and Additional Funds, if any, necessary to

reimburse the City for all actual and reasonable expenses incurred under this Funding Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement with the Developer. Upon such termination, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Funding Agreement pursuant to paragraphs A or B of this Section, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by the City, or reimbursed to the City, shall be returned to the Developer.

D. Termination by Consolidation into Chapter 100 Performance Agreement. Unless otherwise terminated as provided in paragraphs A or B of this **Section 6**, this Funding Agreement shall stay in full force and effect until it is specifically terminated as set forth in the development or performance agreement related to the Application, and thereafter the terms and conditions of the agreement shall provide for the continued funding arrangements by Developer with respect to the Application.

8. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Funding Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Neosho
203 E. Main Street
Neosho, Missouri 64850
Attn: City Manager

To the Developer:

Clearwater Milling, LLC
4950 N Air Depot Blvd.
Edmond, Oklahoma 73034
Attn: Dusty Turner

With a copy to:

Sid Douglas
Gilmore & Bell, P.C., Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

9. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Developer's property. The parties agree that execution of this Funding Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development. The parties understand that the City may not lawfully contract away its police powers and that approval of the Application and any zoning, subdivision and similar development projects cannot be contractually guaranteed. This Funding Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider the Application and approvals for the Application in accordance with all applicable laws any other projects with respect to development of the Redevelopment Area and Developer's property.

10. **Legal Representation.** The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's special legal counsel is not

providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's special legal counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's expenses under this Funding Agreement. Developer further understands that legal counsel paid pursuant to this Funding Agreement is legal counsel for the City and acknowledges the duties of confidentiality and loyalty to the City.

11. **Assignment.** This Funding Agreement may not be assigned by any party without the prior written consent of the other party. No assignment, unless specifically provided for in such consent, shall relieve the assigning party of any liability pursuant to this Funding Agreement. This Funding Agreement shall be binding upon the parties and their successors and permitted assigns.

[Remainder of this Page Intentionally Left Blank]

The parties hereto have caused this Funding Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF NEOSHO, MISSOURI

By: _____
Richard Davidson, Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:



Special Counsel

CLEARWATER MILLING, L.L.C.,

By: _____

Name: _____

Title: _____

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: Fire Station 1 Generator Service

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Cummins Proposal for Fire Station 1 Generator Service

PURPOSE:

To accept a bid from Cummins for the annual generator service

BACKGROUND:

Our station generator has been serviced by City Personnel since 2018. Our generator needs software updates, as well as its annual service. I requested bids for this and the software updates. The software updates are only available from Cummins. it is proprietary software. Cummins has submitted a bid for a 3-year contract for \$622.04 per year to cover all updates and service.

RECOMMENDATION:

Staff Recommends accepting the bid from Cummins

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: Fire Station 1 Generator Service

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Proposal

PURPOSE:

To accept a bid from Cummins for the annual generator service

BACKGROUND:

Our station generator has been serviced by City Personnel since 2018. Our generator needs software updates, as well as its annual service. I requested bids for this and the software updates. The software updates are only available from Cummins. it is proprietary software. Cummins has submitted a bid for a 3-year contract for \$622.04 per year to cover all updates and service.

RECOMMENDATION:

Staff Recommends accepting the bid from Cummins



Planned Equipment Maintenance Proposal to CITY OF NEOSHO



To the attention of: CITY OF NEOSHO

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.

Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 3 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
CITY OF NEOSHO	Name: Aaron Houk
203 E MAIN ST, NEOSHO, Missouri, 64850-1812	Phone Number: 417-438-5296
	Email: ahouk@neoshomo.gov



The package Custom Bundle includes the below services for this equipment:

Site Information: 125 N College St Neosho, Missouri 64850 United States Quantity: 1 Install Date: Warranty Expiration Date: Access: Standard Access Notes: Fire Station				Equipment Information: Manufacturer: Cummins Model Model: Cummins Model Engine Serial Number: Genset Serial Number: A030461587 ATS Serial Number:			
---	--	--	--	--	--	--	--

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	622.04	622.04	
Year 1 Total:					622.04	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	622.04	622.04	
Year 2 Total:					622.04	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	622.04	622.04	
Year 3 Total:					622.04	

Price of Services per Unit: USD 1,866.13
Total Price of Services: USD 1,866.13

Year 1 Total:	USD 622.04
Year 2 Total:	USD 622.04
Year 3 Total:	USD 622.04
Total Agreement - PreTax:	USD 1,866.13

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:



The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Mark Woodard
bw501@cummins.com
www.cummins.com

Please return signed agreement to: bw501@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-216070)

Name: Mark Woodard

Title: Planned Maintenance Sales

Signature: Mark Woodard

Date: 12/20/2023

Approval Cummins Sales & Service - Joplin MO

Name: _____

Title: _____

Signature: _____

Date: _____



Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: ProGator John Deere 2020A

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. John Deere ProGator 2020A

PURPOSE:

To purchase a ProGator, John Deere.

BACKGROUND:

I have been working on equipment issues relating to golf course equipment for the upcoming season. I have found we are in need of equipment to ensure the city can properly maintain the course throughout the summer months. This piece of equipment will help in several different areas. A sprayer will also be purchased, as well as a dump bed to upgrade existing equipment that is either out of service or in need of replacement. This equipment will be utilized for spraying the greens and fairways on the course.

Van-Wall bidder:

2019 John Deere ProGator 2020A 900 hours \$ 18,900.00 (used, diesel)

2019 John Deere Sprayer unit \$ 11,920.00 (used)

The 2019 set is being offered at a price of \$ 30,820.00.

Other equipment submitted by bidder:

2017 John Deere ProGator 425 hours \$ 21,960.00 (used, gasoline)

2023 John Deere Spray unit \$ 20,772.24

RECOMMENDATION:

To purchase the ProGator/Sprayer combination in the amount of \$ 30,820.00.

BID FORM

Description: (To be completed by bidding party)

2017 JOHN DEERE PROGATOR 2020A 2WD - 425 hours

- STANDARD FRONT & REAR TIRES

- AUXILIARY HYDRAULICS

- MULTIMODE / GOVERNOR CONTROL THROTTLE

RECOMMENDED

ADDITIONAL
EQUIPMENT
OPTION
INCLUDED
WITHIN

Price(s) for unit(s) meeting enclosed specifications.

F.O.B. Neosho, MO

Projected Shipping Date: 01/15/24 OR THEREABOUTS

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: VANWALL EQUIPMENT

ADDRESS: 9650 DICE LANE, LENEXA, KS 66215

PHONE: 417-720-0289

EMAIL: Matt.Strong@varwall.com

BY: MATT STRONG



Quote Summary

Prepared For:

NEOSHO GOLF COURSE
1850 CLUBHOUSE RD
NEOSHO, MO 64850
Business: 417-451-8072

Prepared By:

Matt Strong
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
Mobile: 417-770-0289
matt.strong@vanwall.com

Quote Id: 30111235

Created On: 15 December 2023

Last Modified On: 15 December 2023

Expiration Date: 31 December 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2017 JOHN DEERE ProGator 2020A (Gas) - 1TC202ATTHT090255	\$ 24,400.00	\$ 21,960.00 X	1 =	\$ 21,960.00
Equipment Total				\$ 21,960.00

Quote Summary

Equipment Total	\$ 21,960.00
SubTotal	\$ 21,960.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 21,960.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,960.00

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 30111235

Customer: NEOSHO GOLF COURSE

JOHN DEERE ProGator 2020A (Gas) - 1TC202ATTHT090255

Hours: 425

Stock Number: 835810

Suggested List

\$ 24,400.00

Selling Price

\$ 21,960.00

Extended

\$ 23,200.00

Code	Description	Qty	Unit
1404TC	JOHN DEERE 2020A PROGATOR	1	\$ 23,200.00

Standard Options - Per Unit

1404TC001A	COUNTRY CODE- US/CANADA	1	\$ 0.00	\$ 0.00
1404TC1139	KIT, STANDARD FRONT TIRES	1	\$ 0.00	\$ 0.00
1404TC1159	KIT, STANDARD REAR TIRES	1	\$ 0.00	\$ 0.00
1404TC1190	PROGATOR 2020A 2WD GAS	1	\$ 0.00	\$ 0.00
1404TC2200	WITH AUXILARY HYDRAULICS	1	\$ 0.00	\$ 0.00
1404TC9773	MULTIMODE THROTTLE	1	\$ 0.00	\$ 0.00

Standard Options Total**\$ 0.00****Value Added Services Total****\$ 0.00****Other Charges**

Setup	1	\$ 1,200.00	\$ 1,200.00
-------	---	-------------	-------------

Other Charges Total**\$ 1,200.00****Suggested Price****\$ 24,400.00****Customer Discounts****Customer Discounts Total****\$ -2,440.00****\$ -2,440.00****Total Selling Price****\$ 21,960.00****Warranty Coverage**

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24 MONTHS / 1500 HOURS	12-Jul-2019	0
EMISSIONS WARRANTY	EMISSIONS 30M	11-Jan-2020	0



JOHN DEERE

Quote Summary

Prepared For:

NEOSHO GOLF COURSE
1850 CLUBHOUSE RD
NEOSHO, MO 64850
Business: 417-451-8072

Prepared By:

Matt Strong
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
Mobile: 417-770-0289
matt.strong@vanwall.com

LEASE RETURN
SPRAYER ...
BEST DEAL
ON HAND NOW
10-YR SPRAYER

Quote Id: 30107862

Created On: 15 December 2023

Last Modified On: 15 December 2023

Expiration Date: 31 December 2023

Equipment Summary

Suggested List

Selling Price

Qty

Extended

2019 JOHN DEERE ProGator 2030A
(Diesel) - 1TC203ATAKT110431

\$ 27,000.00

\$ 18,900.00 X

1 =

\$ 18,900.00

2019 JOHN DEERE HD200 SelectSpray
(for ProGators 2020A, 2020 and
2030A, 2030) -
1TC200GXVKT100117

\$ 14,900.00

\$ 11,920.00 X

1 =

\$ 11,920.00

Equipment Total

\$ 30,820.00

Quote Summary

Equipment Total

\$ 30,820.00

SubTotal

\$ 30,820.00

Est. Service Agreement Tax

\$ 0.00

Total

\$ 30,820.00

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due

\$ 30,820.00

Salesperson : X

Accepted By : X

Confidential



Selling Equipment

Quote Id: 30107862

Customer: NEOSHO GOLF COURSE

JOHN DEERE ProGator 2030A (Diesel) - 1TC203ATAKT110431

Hours: 0

Stock Number: 848421

Suggested List

\$ 27,000.00

Selling Price

\$ 18,900.00

Code	Description	Qty	Unit	Extended
1414TC	JOHN DEERE PROGATOR 2030A	1	\$ 27,000.00	\$ 27,000.00
Standard Options - Per Unit				
1414TC001A	COUNTRY CODE- US/CANADA	1	\$ 0.00	\$ 0.00
1414TC0443	LANGUAGE CODE-ENGLISH	1	\$ 0.00	\$ 0.00
1414TC1139	KIT, STANDARD FRONT TIRES	1	\$ 0.00	\$ 0.00
1414TC1159	KIT, STANDARD REAR TIRES	1	\$ 0.00	\$ 0.00
1414TC1190	PROGATOR 2030A 2WD	1	\$ 0.00	\$ 0.00
1414TC2200	WITH AUXILARY HYDRAULICS	1	\$ 0.00	\$ 0.00
1414TC9774	THROTTLE/GOV. CONTROL KIT	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Value Added Services Total				\$ 0.00
Suggested Price				\$ 27,000.00
Customer Discounts				
Customer Discounts Total			\$ -8,100.00	\$ -8,100.00
Total Selling Price				\$ 18,900.00

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24 MONTHS / 1500 HOURS	22-Oct-2021	0
EMISSIONS WARRANTY	EMISSIONS 24M/1500H	22-Oct-2021	0

JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030) - 1TC200GXVKT100117

Hours: 0

Stock Number: 848419

Suggested List

\$ 14,900.00

Selling Price

\$ 11,920.00

Code	Description	Qty	Unit	Extended
3765M	JOHN DEERE HD200 SPRAYER	1	\$ 13,950.00	\$ 13,950.00
Standard Options - Per Unit				
3765M0202	COUNTRY CODE - US/CANADA	1	\$ 0.00	\$ 0.00
3765M1003	CST IRN HD2/300 CNTRFGL PUMP	1	\$ 0.00	\$ 0.00
3765M2002	AUTO RATE CONTROL KIT	1	\$ 0.00	\$ 0.00

Confidential

**JOHN DEERE**

Selling Equipment

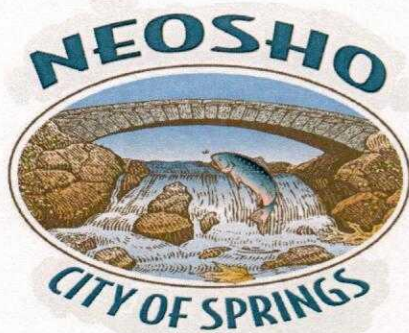
Quote Id: 30107862

Customer: NEOSHO GOLF COURSE

3765M3000	18FT SPRAY BOOM	1	\$ 0.00	\$ 0.00
3765M9031	FOAM MARKER	1	\$ 0.00	\$ 0.00
3765M9055	ELECTRIC REEL LESS SPRAYGUN	1	\$ 0.00	\$ 0.00
3765M9060	SPRAY WAND	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Additional Cost	1	\$ 950.00	\$ 950.00
Other Charges Total				\$ 950.00
Suggested Price				\$ 14,900.00
Customer Discounts				
Customer Discounts Total			\$ -2,980.00	\$ -2,980.00
Total Selling Price				\$ 11,920.00

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24 MONTHS / 1500 HOURS	22-Oct-2021	0



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, December 27, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Golf Course John Deere Progorator

Please label the envelope: Golf Course Progorator Bid Opening December 27, 2023 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to golfmaintenance@neoshomo.gov or at the following address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

*W-9 Required

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Used John Deere 2020A Prognator

This bid is for a used John Deere 2020A Prognator

Equipment Schedule:

Note:

This bid should include the delivery date for this project.



JOHN DEERE

Quote Summary

Prepared For:

NEOSHO GOLF COURSE
1850 CLUBHOUSE RD
NEOSHO, MO 64850
Business: 417-451-8072

Prepared By:

Matt Strong
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
Mobile: 417-770-0289
matt.strong@vanwall.com

Quote Id: 30005869
Created On: 27 November 2023
Last Modified On: 27 November 2023
Expiration Date: 31 December 2023

Equipment Summary

2019 JOHN DEERE 2020A
PROGATOR

Suggested List	Selling Price	Qty	Extended
\$ 24,950.00	\$ 19,960.00 X	1 =	\$ 19,960.00

Equipment Total

\$ 19,960.00

Quote Summary

Equipment Total	\$ 19,960.00
SubTotal	\$ 19,960.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 19,960.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 19,960.00

USED JOHN DEERE
2020A PROGATOR
BIO SPECS

PRO GATOR must

12.27.2023 @ 10:00

Salesperson : X _____

Accepted By : X _____

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: HD200 Select Spray

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. HD200 Select Spray

PURPOSE:

To purchase an HD200 Sprayer.

BACKGROUND:

I have been working on equipment issues relating to golf course equipment for the upcoming season. I have found we are in need of equipment to ensure the city can properly maintain the course throughout the summer months. This piece of equipment will help in several different areas. This equipment will be utilized for spraying the greens and fairways on the course.

Van-Wall bidder:

2019 John Deere ProGator 2020A 900 hours \$ 18,900.00 (used, diesel)

2019 John Deere Sprayer unit \$ 11,920.00 (used)

The 2019 set is being offered at a price of \$ 30,820.00.

Other equipment submitted by bidder:

2017 John Deere ProGator 425 hours \$ 21,960.00 (used, gasoline)

2023 John Deere Spray unit \$ 20,772.24

RECOMMENDATION:

To purchase the 2019 John Deere ProGator/Sprayer combo in the amount of \$30,820.00.

BID FORM

Description: (To be completed by bidding party)

NEW JOHN DEERE HD200 gal Sprayer

- GEN3 AUTO RATE CONTROLLER

- 18' BOOM with lift

- CAST IRON CENTRIFUGAL PUMP

- ELECTRIC FOAM MARKER

- HOSE PLUMBING KIT

RECOMMENDED

ADDITIONAL
EQUIPMENT
OPTION
INCLUDED
WITHIN

Price(s) for unit(s) meeting enclosed specifications:

F.O.B. Neosho, MO

Projected Shipping Date: 01/15/24 OR THEREABOUTS

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: VAN WALL EQUIPMENT

ADDRESS: 9650 DICE LANE, LENEX, KS 66215

PHONE: 417-770-0289

EMAIL: matt_strong@vanwall.com

BY: MATT STRONG



Quote Summary

Prepared For:

NEOSHO GOLF COURSE
1850 CLUBHOUSE RD
NEOSHO, MO 64850
Business: 417-451-8072

Prepared By:

Matt Strong
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
Mobile: 417-770-0289
matt.strong@vanwall.com

Quote Id: 30106781

Created On: 15 December 2023

Last Modified On: 15 December 2023

Expiration Date: 31 December 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	\$ 25,332.00	\$ 20,772.24 X	1 =	\$ 20,772.24
Equipment Total				\$ 20,772.24

Quote Summary

Equipment Total \$ 20,772.24

SubTotal \$ 20,772.24

Est. Service Agreement Tax \$ 0.00

Total \$ 20,772.24

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 20,772.24

NEW

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 30106781

Customer: NEOSHO GOLF COURSE

JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)

Hours:

Stock Number:

Suggested List

\$ 25,332.00

Selling Price

\$ 20,772.24

Extended

\$ 19,043.00

Code	Description	Qty	Unit	
3769M	HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	1	\$ 19,043.00	\$ 19,043.00

Standard Options - Per Unit

001A	United States and Canada	1	\$ 0.00	\$ 0.00
2002	Gen3 Automatic Rate Controller for Centrifugal or Diaphragm Pump	1	\$ 1,640.00	\$ 1,640.00
3000	18 Ft. Spray Boom with Electro-Hydraulic Lift	1	\$ 0.00	\$ 0.00
6451	Cast Iron Centrifugal Pump	1	\$ 0.00	\$ 0.00
9031	Electric Foam Maker	1	\$ 2,513.00	\$ 2,513.00
9869	Hose Plumbing Kit	1	\$ 536.00	\$ 536.00
Standard Options Total				\$ 4,689.00

Other Charges

Setup	1	\$ 1,600.00	\$ 1,600.00
Other Charges Total			\$ 1,600.00

Suggested Price**\$ 25,332.00****Customer Discounts****Customer Discounts Total****\$ -4,559.76****\$ -4,559.76****Total Selling Price****\$ 20,772.24**



Quote Summary

Prepared For:

NEOSHO GOLF COURSE
1850 CLUBHOUSE RD
NEOSHO, MO 64850
Business: 417-451-8072

Prepared By:

Matt Strong
Van-Wall Equipment, Inc.
9650 Dice Lane
Lenexa, KS 66215
Phone: 913-397-6009
Mobile: 417-770-0289
matt.strong@vanwall.com

Quote Id: 30107862

Created On: 15 December 2023

Last Modified On: 15 December 2023

Expiration Date: 31 December 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2019 JOHN DEERE ProGator 2030A (Diesel) - 1TC203ATAKT110431	\$ 27,000.00	\$ 18,900.00 X	1 =	\$ 18,900.00
2019 JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030) - 1TC200GXVKT100117	\$ 14,900.00	\$ 11,920.00 X	1 =	\$ 11,920.00
Equipment Total				\$ 30,820.00

Quote Summary

Equipment Total	\$ 30,820.00
SubTotal	\$ 30,820.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,820.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,820.00

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 30107862

Customer: NEOSHO GOLF COURSE

3765M3000	18FT SPRAY BOOM	1	\$ 0.00	\$ 0.00
3765M9031	FOAM MARKER	1	\$ 0.00	\$ 0.00
3765M9055	ELECTRIC REEL LESS SPRAYGUN	1	\$ 0.00	\$ 0.00
3765M9060	SPRAY WAND	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Additional Cost	1	\$ 950.00	\$ 950.00
Other Charges Total				\$ 950.00
Suggested Price				\$ 14,900.00
Customer Discounts				
Customer Discounts Total			\$ -2,980.00	\$ -2,980.00
Total Selling Price				\$ 11,920.00

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24 MONTHS / 1500 HOURS	22-Oct-2021	0



JOHN DEERE

Selling Equipment

Quote Id: 30005436

Customer: NEOSHO GOLF COURSE

TITLE

JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)

Hours:

Stock Number:

#2 B.O. PACKET

Suggested List

\$ 26,111.81

Selling Price

\$ 21,430.01

Extended

\$ 19,043.00

Code

Description

Qty

Unit

3769M

HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)

1

\$ 19,043.00

Standard Options - Per Unit

001A

United States and Canada

1

\$ 0.00

\$ 0.00

2002

Gen3 Automatic Rate Controller for Centrifugal or Diaphragm Pump

1

\$ 1,640.00

\$ 1,640.00

3000

18 Ft. Spray Boom with Electro-Hydraulic Lift

1

\$ 0.00

\$ 0.00

6451

Cast Iron Centrifugal Pump

1

\$ 0.00

\$ 0.00

9869

Hose Plumbing Kit

1

\$ 536.00

\$ 536.00

Standard Options Total

\$ 2,176.00

Dealer Attachments

BTC11027

Electric Foam Marker

1

\$ 2,702.81

\$ 2,702.81

Dealer Attachments Total

\$ 2,702.81

Other Charges

Setup

1

\$ 2,190.00

\$ 2,190.00

Other Charges Total

\$ 2,190.00

Suggested Price

\$ 26,111.81

Customer Discounts

Customer Discounts Total

\$ -4,681.80

\$ -4,681.80

Total Selling Price

\$ 21,430.01

~~INVOICE~~ : ORDER DUMP BED : LEAD TIME

2024 JOHN DEERE ProGator Cargo Box

Hours:

0

Stock Number:

ORDER

Suggested List

\$ 3,150.00

Selling Price

\$ 3,150.00

Extended

\$ 3,150.00

Code

Description

Qty

Unit

01

John Deere Cargo Box for ProGator

1

\$ 3,150.00

Suggested Price

\$ 3,150.00

Customer Discounts

3 - DEALERS



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Wednesday, December 27, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Golf Course HD200 Select Spray for John Deere ProGator 2020A

Please label the envelope: HD 200 Select Spray Bid Opening December 27, 2023 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to golfmaintenance@neoshomo.gov, or at the following address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

***W-9 Required**

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

HD200 Select Spray (for ProGators 2020A,)

HD200 Select Spray (for ProGators 2020A)

Gen3 Automatic Rate Controller for Centrifugal or Diaphragm Pump

18 Ft Spray Boom with Electro-Hydraulic Lift

Cast Iron Centrifugal Pump

Hose Plumbing Kit

Electric Foam Marker

Equipment Schedule:

Note:

This bid should include the delivery date for this project.

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: Bill No. 2023-207: Contract with Cummin Generator Service Fire Department

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2023-207 Cummins Sales and Service - Planned Equipment Maintenance
 2. City of Neosho Fire
-

PURPOSE:

To approve the service contract with Cummins

BACKGROUND:

We have not had any software updates on our generator since 2018. We have been using city personnel to service the generator at fire station 1. There are many software updates that need to be installed by a certified Cummins representative. The software updates are proprietary software, so it is not just available to download and update ourselves. The generator needs a load test every few years to ensure it is working as it should, and to its full capacity. We do not have the ability to do that in house. I reached out to Cummins and requested a bid for a service contract to ensure our equipment is up-to-date and in a constant state of readiness. This contract is for 3 years and will ensure that we are updated and ready to go when needed. it will be an annual cost of \$622.04 and is a budgeted item.

RECOMMENDATION:

Staff recommends approval of the service contract with Cummins and for the Mayor to sign.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Cummins Inc. d/b/a Cummins Sales and Service for the purpose of providing Planned Equipment Maintenance for the not to exceed price of One Thousand Eight Hundred Sixty Six and 13/100 Dollars (\$1,866.13); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement with Cummins Inc. d/b/a Cummins Sales and Service for the purpose of providing Planned Equipment Maintenance for the not to exceed price of One Thousand Eight Hundred Sixty Six and 13/100 Dollars (\$1,866.13), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2024, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Derek A. Snyder, City Attorney



Planned Equipment Maintenance Proposal to CITY OF NEOSHO



To the attention of: CITY OF NEOSHO

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.

Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 3 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
CITY OF NEOSHO	Name: Aaron Houk
203 E MAIN ST, NEOSHO, Missouri, 64850-1812	Phone Number: 417-438-5296
	Email: ahouk@neoshomo.gov



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>				<u>Equipment Information:</u>		
125 N College St Neosho, Missouri 64850 United States				Manufacturer: Cummins Model		
				Model: Cummins Model		
				Engine Serial Number:		
Quantity: 1		Genset Serial Number: A030461587				
Install Date:				ATS Serial Number:		
Warranty Expiration Date:						
Access: Standard						
Access Notes: Fire Station						
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	622.04	622.04	
				Year 1 Total:	622.04	
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	622.04	622.04	
				Year 2 Total:	622.04	
<u>Year 3</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Full Service	Annually	1	622.04	622.04	
				Year 3 Total:	622.04	

Price of Services per Unit: USD 1,866.13

Total Price of Services: USD 1,866.13

Year 1 Total:	USD 622.04
Year 2 Total:	USD 622.04
Year 3 Total:	USD 622.04
Total Agreement - PreTax:	USD 1,866.13

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:



The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Mark Woodard
bw501@cummins.com
www.cummins.com

Please return signed agreement to: bw501@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-216070)

Name: Mark Woodard

Title: Planned Maintenance Sales

Signature: Mark Woodard

Date: 12/20/2023

Approval Cummins Sales & Service - Joplin MO

Name: _____

Title: _____

Signature: _____

Date: _____



Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: Amendment to Electric Service Agreement with Liberty Utilities

ORIGINATING DEPARTMENT: Public Works Department

ATTACHMENT:

1. Neosho SA22 1026310
 2. Neosho SA22 1026308
 3. Neosho SA22 1026275
-

PURPOSE:

To seek Council approval of the amendment of the contract with Liberty Utilities.

BACKGROUND:

This amendment is for the replacement of three non-working streetlights and being replaced with new LED streetlights. These three lights will come with a small monthly decrease in usage charges.

1. Toni Kim & 49 Hwy	WO#1026275	monthly decrease	-\$1.79
2. National Gaurd & Doniphan	WO#1026308	monthly increase	\$0.34
3. 301 Industrial Dr.	WO#1026310	monthly decrease	-\$1.79

Total monthly decrease of -\$3.24

RECOMMENDATION:

The City Staff recommends the Council approve the contract and authorize the mayor to sign the noted amendments.

Work Order # **1026310****The Empire District Electric Company*****Request for Change in Street Lighting Service***

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho** hereinafter called CITY, on the **5th** day of **December, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	301 Industrial Dr	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 351.62	
Remove	301 Industrial Dr	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 351.62	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 133.15	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$133.15
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.98
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.45
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.79

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	451	6,000L - 70W	9	12,000L - 175W	8	7,500 - 9,500L - 150W	185
11,000L - 250W	13	16,000L - 150W	174	20,500L - 250W	58	13,000 - 16,000L - 250W	2
20,000L - 400W	8	27,500L - 250W	10	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1026310	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$133.15	\$57,405.51
	ACCUMULATIVE INVESTMENT CHARGE
	\$637,839.02

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # 1026308

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

City of Neosho

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **5th** day of **December, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Nat Guard & Doniphan	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 351.62	
Remove	Nat Guard & Doniphan	6,000L 70W HPS Open Bottom	1		\$85.85		\$ 174.37
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$85.85	\$ 351.62	\$ 174.37
A Annual Energy Charge for this Request (Install minus Remove)				-\$11.82			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 177.25	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$177.25
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$15.95
E	Annual Energy Charge for this Request (Total Line A)	-\$11.82
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	\$4.13
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	\$0.34

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	451	6,000L - 70W	9	12,000L - 175W	8	7,500 - 9,500L - 150W	184
11,000L - 250W	13	16,000L - 150W	175	20,500L - 250W	58	13,000 - 16,000L - 250W	2
20,000L - 400W	8	27,500L - 250W	10	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1026308	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$177.25	\$57,393.53
	ACCUMULATIVE INVESTMENT CHARGE
	\$637,705.87

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

Work Order # **1026275**

The Empire District Electric Company

Request for Change in Street Lighting Service

Missouri

Pursuant to a Resolution adopted by the governing body of the **City of Neosho**, hereinafter called CITY, on the **4th** day of **December, 2023** **The Empire District Electric Company**, hereinafter called COMPANY, is hereby requested to make the following changes in street lighting service pursuant to the provisions of the Municipal Electric Service Agreement, hereinafter called AGREEMENT, executed by the CITY and the COMPANY.

STREET LIGHT REQUEST	ADDRESS - LOCATION STREET LIGHTS and EXCESS FACILITIES	SIZE and TYPE STREET LIGHTS	Q T Y	ANNUAL ENERGY CHARGE		FACILITY USAGE CHARGE	
				Installed	Removed	Installed	Removed
Install	Toni Kem & Bus 49	7,500L-9,500L 150W eq LED 1 Cobrahead	1	\$74.03		\$ 351.62	
Remove	Toni Kem & Bus 49	16,000L 150W HPS Open Bottom	1		\$107.46		\$ 218.47
Subtotals - Annual Energy Charge and Facility Usage Charge for this Request				\$74.03	\$107.46	\$ 351.62	\$ 218.47
A Annual Energy Charge for this Request (Install minus Remove)				-\$33.43			
B Total Facility Usage Charge for this Street Light Request (Install minus Remove)						\$ 133.15	

The CITY agrees that the AGREEMENT shall be amended as follows:

C	Total Facility Usage Charge for this Request (Total Line B)	\$133.15
D	Annual Facility Usage Charge to City for this Request (Total Line C X 9%)	\$11.98
E	Annual Energy Charge for this Request (Total Line A)	-\$33.43
F	Annual Facility Usage and Energy Charge for this Request (Total Line D plus/minus Line E)	-\$21.45
G	Monthly Increase/Decrease to be Paid by City for this Request (Total Line F divided by 12 months)	-\$1.79

This request for change shall be effective from and after its execution and is supplemental to, forms a part of and is to be construed with and subject to the terms, conditions and provisions of the Agreement herein referred to which, in all other particulars except as hereinafter amended, is ratified and confirmed. This contract and any ancillary agreements may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one agreement, and signatures by fax or other electronic transmission are acceptable and shall constitute an original signature for all purposes.

Executed at _____ this _____ day of _____
 (SEAL)
 ATTEST: _____ By _____
 Clerk of Neosho Mayor or Board Chairman

ACCEPTANCE

The COMPANY hereby approves and consents to the aforesaid request for change in street lighting service and all terms and provisions included therein, and agrees that the Municipal Electric Service Agreement shall be amended accordingly. The number of street lights in service in said CITY will, after completion of the above changes and until our approval of further changes, be as follows:

Mercury Vapor Lights		High Pressure Sodium Lights		Metal Halide Lights		Light Emitting Diode Lights	
7,000L - 175W	451	6,000L - 70W	10	12,000L - 175W	8	7,500 - 9,500L - 150W	183
11,000L - 250W	13	16,000L - 150W	175	20,500L - 250W	58	13,000 - 16,000L - 250W	2
20,000L - 400W	8	27,500L - 250W	10	36,000L - 400W	1	19,000 - 22,000L - 250W	0
53,000L - 1,000W	3	50,000L - 400W	1	110,000L - 1,000W	0		
		130,000L - 1,000W	1				

WO# 1026275	DATE COMPLETED _____
CURRENT INVESTMENT CHARGE	ANNUAL FACILITY USAGE CHARGE
\$133.15	\$57,377.58
	ACCUMULATIVE INVESTMENT CHARGE
	\$637,528.62

The Empire District Electric Company

Company Representative Completing Contract: Roger Kidd

Executed at Joplin, Mo this _____ day of _____

By _____
 (Authorized Signatory)

REQUESTED COUNCIL MEETING DATE: January 2, 2024

ITEM: Airport Timber Sales

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT: None

PURPOSE:

The purpose of this item is to receive the council's input into the possible sale of timber located on the airport property.

BACKGROUND:

The city has received an inquiry from Dalbom Timber Management (DTM) about the city's interest in selling timber from the airport property. DTM estimates that there is approximately 230,000 to 250,000 board feet available for harvest including approximately 39,100 board feet of black walnut.

DMT estimates the income from the sales at \$35,000 to \$40,000. DMT would charge 10% of the sales revenue for marking and managing the project.

RECOMMENDATION:

Staff is requesting the city council's input into the proposed sale of airport timber.