

Job No.: JST0017C

Route: B

County: Cooper

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

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Attachments

Community Development Block Grant (CDBG) Job Special Provisions

 THIS SHEET HAS BEEN SIGNED, SEALED, AND DATED ELECTRONICALLY	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<i>Burns & McDonnell Engineers, Inc.</i> 9400 Ward Parkway Kansas City, MO 64114 Certificate of Authority: 000165 Consultant Phone: 816.363.7231
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: JST0017C COOPER COUNTY, MO DATE PREPARED: 8/24/2026 ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02L

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

1.2 The following documents are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages JSP-13-01E

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with [Sec 108.8](#). The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with [Sec 108.2](#). Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of [Sec 108.7.1](#).

Notice to Proceed: December 21, 2026

Contract Completion Date: December 1, 2027

2.1 Calendar Days. Completion of the project is required as specified herein. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Project	Calendar Days	Daily Road User Cost
JST0017C	365	\$2,300

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with [Sec 108.8](#) in the amount of **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with [Sec 108.8](#) in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

5.0 Liquidated Damages for Winter Months. Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

C. Work Zone Traffic Management JSP-02-06N

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

1.2 Work Zone Deficiencies. Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

2.2 The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.5.1 Traffic Safety.

2.5.1.1 Recurring Congestion. Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.1.2 Non-Recurring Congestion. When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

2.6 Transportation Management Plan. The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

3.0 Work Hour Restrictions.

3.1 Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

3.1.1 Independence Day. The lane restrictions specified in Section 3.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

3.2 The contractor shall not perform any construction operation on the roadway, roadbed or active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 Restrictions have been established by segments identified within the traffic control plan. The following restrictions shall be applied for each identified segment in the traffic control plan.

3.3.1 Maintenance of Traffic Operations: Traffic Detour onto Pioneer Boulevard – The Contractor will be allowed up to 75 calendar days to detour traffic onto Pioneer Boulevard. The Contractor shall coordinate dates for detouring traffic onto Pioneer Boulevard with the Engineer.

3.4 Should the traffic detour onto Pioneer Boulevard be in place more than 75 calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with

a resulting cost to the traveling public. The contractor will be charged with liquidated damages in accordance with Section B for each day that traffic is detoured onto Pioneer Boulevard in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

3.5.1 The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

4.2 At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

5.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

D. Emergency Provisions and Incident Management JSP-90-11A

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol 573-751-1000	
City of Boonville	Cooper County
Fire: 660-882-2606	Sheriff: 660-882-2771

Police: 660-882-2727

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

2.2 The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

E. Project Contact for Contractor/Bidder Questions JSP-96-05

1.0 All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Zach Osman, Project Contact
Statewide Improve I-70 Program
830 MoDOT Drive
Jefferson City, MO 65102

Telephone Number: 573-508-5062
Email: zachary.osman@modot.mo.gov

1.1 All questions concerning the bid document preparation can be directed to the Central Office – Design as listed below.

Telephone Number: (573) 751-2876
Email: BCS@modot.mo.gov

2.0 Upon award and execution of the contract, the successful bidder/contractor shall forward all questions and coordinate the work with the engineer listed below:

Jeff Kroner, Resident Engineer
Central District
4201 Paris Rd, Columbia, MO 65202

Telephone Number: 573-442-4718
Email: jeffery.kroner@modot.mo.gov

F. Supplemental Revisions JSP-18-01KK

- Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that

uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- **Stormwater Compliance Requirements**

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The contractor shall immediately report any changes to the planned area of Off-site land disturbance. The contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty-eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

- **Delete Sec 106.9 in its entirety and substitute the following:**

106.9 Buy America Requirements.

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

106.9.1 Buy America Requirements for Iron or Steel Products.

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

106.9.1.2 "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.1.3 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

106.9.1.3.1 Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.1.3.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.1.3.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

106.9.1.4 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals

- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

106.9.3 Buy America Requirements for Manufactured Products.

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

106.9.3.1 Produced in the United States, in the case of manufactured products, means:

- (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and
- (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

106.9.3.2 (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.

"The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

- Third-Party Test Waiver for Concrete Aggregate

1.0 Description. Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

2.0 Material. All aggregate for concrete shall be in accordance with Sec 1005.

2.1 MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

2.3 Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

3.0 Testing Facility Requirements. All third-party test facilities shall meet the requirements outlined in this provision.

3.1 The testing facility shall be AASHTO accredited.

3.1.1 For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

3.1.2 Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

3.2 The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

3.3 Results, no more than five years old, from the third-party test facility shall compare within ± 2.0 percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

3.4 When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data

shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

4.0 Method of Measurement. There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

5.0 Basis of Payment. No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

- ***Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:***

15.0 Bidder's List Quote Summary. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- ***Add Sec 102.7.9 to include the following:***

102.7.9 Bidder's List Quote Summary. Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

G. Utilities JSP-93-26F

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Ameren Missouri Kyle Whanger Phone: (573) 975-9962 Email: kwhanger@ameren.com	Yes	Electric
Ameren Missouri Chris Magers Phone: (573) 876-3063 Email: cmagers@ameren.com	None	Gas
AT&T Distribution Justin Courtouise Phone: (636) 448-2136 Email: jc670s@att.com	Yes	Communications
AT&T Transmission Jeremy Denny Email: jd075b@att.com	None	Communications
AT&T Transmission Kevin Wingard Phone: (580) 931-7688 Email: kwingard@sdt-1.com	None	Communications
AT&T Transmission Justin Rahm Email: jrahm@sdt-1.com	None	Communications
City of Boonville Jeff Ditto Phone: (660) 882-5257 Email: jeff.ditto@boonville-mo.org	Yes	Water
CO-MO Connor McGill Phone: (573) 539-8176 Email: cmcgill@co-mo.coop	None	Electric

CO-MO Mark Parshall Phone: (573) 832-9027 Email: mparshall@co-mo.net	None	Fiber
Lumen Rich Obremski Phone: (314) 378-9931 Email: richard.obremski@lumen.com	None	Fiber
MNA – Bluebird Andrew McPherson Phone : 573.578.4305 Email: andrew.mcpherson@bluebirdfiber.com	Yes	Communications
MoDOT Central District Jason Morff Email: jason.morff@modot.mo.gov	None	Fiber & Electric
Panhandle Eastern Pipeline Chad Reitinger Phone: (913) 608-6602 Email: Chad.Reitinger@energytransfer.com	None	Gas
Socket Telecom Todd Pulis Phone: (573) 818-4778 Email: tpulis@corp.socket.net	None	Communications
Optimum Communications Tim Goerlitz Phone: (816) 248-6671 Email: timothy.goerlitz@alticetechservicesusa.com	Yes	Communications
Optimum Communications Josh Cubley Email: josh.cubley@alticeusa.com	Yes	Communications
Optimum Communications Nathan Arnold Email: nathan.arnold@alticeusa.com	Yes	Communications

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is", and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information.

It is, therefore, the responsibility of the contractor to verify the above listing information indicating the existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.

2.0 Project Specific Provisions

2.0.1 See Job Special Provision R for coordination requirements with Ameren Missouri Electric.

2.0.2 Ameren Missouri Gas completed field locate of all gas lines. Contractor shall field verify depths of Ameren Missouri Gas lines before conducting excavation.

2.0.3 City of Boonville Water has indicated all water lines have adequate cover. Contractor shall field verify depths of City of Boonville water lines before conducting excavation.

2.0.4 City of Boonville Water is responsible for the relocation of the fire hydrant and water meter locate at Station 112+70. Relocation plan will move the fire hydrant and water meter approximately 10 feet north of current location and is shown in the project plans.

2.0.5. MNA-Bluebird has identified a relocation plan and has scheduled for early 2026.

2.0.6 Optimum Communications is co-located on Ameren Missouri Electric poles and relocation will be completed in conjunction with Ameren.

H. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 *When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.*

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

1.0 Bidders are advised that City of Boonville is required to provide substantial funds for construction of Job No. JST0017C.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of City of Boonville providing substantial funds prior to authorization of any award of a contract for this job by the Commission.

3.0 Bidders agree that they shall be estopped, both in law and equity, to assert any right to award of a contract for this job by the Commission should City of Boonville not provide substantial funds for any reason.

J. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

K. Sealing Concrete Joints at Roundabouts

1.0 Description. All sawed and non-sawed transverse and longitudinal joints for concrete pavement at roundabouts, including adjacent surfaces, shall be surface-prepared and sealed with a penetrating concrete sealer in accordance with Section 703.3.8 and as specified herein. This provision applies to all concrete pavements, unbonded concrete overlays, optional (PCC) pavements, and portions of concrete shoulders, as defined herein. The longitudinal joint between the full-depth concrete pavement or concrete overlay slab and the shoulder is included. Sealing of transverse joints shall extend six inches onto the shoulder, beyond the longitudinal joint between the pavement slab and shoulder, when the shoulder is concrete. When the shoulder is asphalt, sealing of the asphalt surface is not required.

2.0 Construction Requirements. At a minimum, surface preparation for sealing includes pressure washing all slurry and curing membrane from the sawed joints and the adjacent pavement/shoulder surfaces that are within 6 inches of each side of the joints. Any additional surface prep instructions from the sealer manufacturer shall also be followed.

2.1 Sealer Application. Allow the pavement surface and joints to dry per manufacturer's instructions prior to application of sealer. Apply sealer such that it coats the interior of the sawed joint and covers no less than 6 inches of the pavement/shoulder surface on each side of the joint. Broadcast spraying of the surface will not be considered a sufficient method to penetrate the joints.

2.2 Preparation work for sealing including pressure washing shall be done after the pavement has been textured or diamond ground.

3.0 Material Requirements. The approved penetrating sealer shall be in accordance with Section 1053.

4.0 Basis of Pavement. No additional payment will be made for Sealing Concrete Joints at Roundabouts. All costs for compliance with this provision shall be considered included in the cost for concrete pavement.

L. Mailbox Removal and Reinstallation

1.0 Description. All United States Post Service (USPS) mailboxes located within the limits of disturbance shall be removed prior to the initiation of a work stage where mailbox placement is in conflict with project requirements. The mailboxes shall be stored by the contractor until conflicting work is completed.

2.0 Construction Requirements. Reinstallation of mailboxes shall follow guidelines published by the USPS. Mailbox supports shall follow guidelines published by MoDOT in the Engineering Policy Guide (EPG).

3.0 Basis of Pavement. All costs associated with removing, storing, and reinstallation of mailboxes shall be considered as completely covered by the contract unit price for Removal of Improvements. Item No. 202-20.10, "Removal of Improvements", per lump sum.

Item No.	Units	Description
202-20.10	LS	REMOVAL OF IMPROVEMENTS

M. 1.5 IN Rigid Conduit in Trench

1.0 Description. This work shall consist of furnishing and installing rigid conduit in trench as shown on the plans.

2.0 Construction Requirements. Work shall follow all requirements identified in Section 901 of the Missouri Standard Specifications for Highway Construction.

3.0 Basis of Pavement. Payment for the work described above and as detailed in the plans, including all materials, equipment, labor, reinforcement in the pavement and barrier, and any other incidental work necessary to complete the item shall be considered completely covered by the contract unit price for CONDUIT, 1.5 IN. RIGID, IN TRENCH Conduit.

Item No.	Units	Description
901-99.03	LF	CONDUIT, 1.5 IN. RIGID, IN TRENCH

N. Contractor Coordination with Ameren Missouri Electric (Ameren)

1.0 Description. The City of Boonville has coordinated a separate agreement for Ameren to install certain streetlight components within the project limits. Ameren installed components include light pole pedestals, wiring, light poles, and light fixtures. The contractor shall be responsible for installing streetlight components as identified in the project plans.

2.0 Construction Requirements. The contractor will be responsible for coordinating and completing the following activities.

2.1 Ameren will install light pole pedestals. The contractor shall contact AMEREN when grading work is substantially completed and installation of light pole pedestals can proceed.

2.2 Contractor shall install conduit as identified in project plans to include connections to AMEREN installed light pole pedestals.

2.3 Contractor shall install a secondary lighting pedestal. The Secondary lighting pedestal to be provided by AMEREN.

3.0 Basis of Pavement. Payment for Contractor Coordination with AMEREN shall be incidental and considered completely covered by the contract unit price for CONDUIT, 1.5 IN. RIGID, IN TRENCH.

Item No.	Units	Description
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901-99.03	LF	CONDUIT, 1.5 IN. RIGID, IN TRENCH
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O. Contractor Coordination with City of Boonville

1.0 Description. The City of Boonville has included the installation of two segments of conduit in the project plans. Daylight locations of the conduit are approximate and may require adjustment.

2.0 Construction Requirements. The contractor will be responsible for coordinating and completing the following activities.

2.1 The contractor shall contact the City of Boonville a minimum of 7 calendar days prior to installing conduit segments to allow for final location to be identified.

2.2 Contractor shall install conduit as identified by the City of Boonville.

3.0 Basis of Pavement. Payment for Contractor Coordination with City of Boonville shall be incidental and considered completely covered by the contract unit price for CONDUIT, 4 IN. RIGID, IN TRENCH.

Item No.	Units	Description
901-30.04	LF	CONDUIT, 4 IN. RIGID, IN TRENCH

P. APWA CG-1 and CG-2 Dry Curb

1.0 Description. This work shall consist of constructing curb and gutter in accordance with APWA Standard Details and Specifications, except as modified herein or on the plans.

2.0 Construction Requirements. Curb shall be constructed in accordance with APWA Standard Plan 209.00 and as shown on the plans. The surface finish, joints, curing, and backfilling shall comply with MoDOT and APWA standards. Forms shall be true to line and grade and rigidly held in place. Curb shall be placed monolithically unless otherwise shown on the plans.

3.0 Material. All materials shall meet the requirements of the Missouri Standard Specifications for Highway Construction. Concrete for the APWA CG-1 and CG-2 Dry Curb gutter shall conform to Section 501 of the Missouri Standard Specifications for Highway Construction.

4.0 Measurement. Measurement of APWA CG-1 and CG-2 Dry Curb will be made per linear foot (LF) along the face of curb installed.

5.0 Basis of Payment. Accepted quantities of APWA CG-1 and CG-2 Dry Curb will be paid for at the contract unit price per linear foot. Such payment shall be considered full compensation for furnishing all materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

Item No.	Units	Description
609-99.03	LF	APWA TYPE CG-1 DRY CURB

609-99.03	LF	APWA TYPE CG-2 DRY CURB
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Q. ADA Material Testing Frequency Modifications JSP-23-01A

1.0 Description. *This provision revises the Inspection and Testing Plan (ITP) for the construction of ADA compliant features to better match the nature of the work. The minimum Quality Control (QC) testing frequencies shall be as stated in these provisions.*

2.0 Compaction Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches. *(Revises ITP Sec 304.3.4) The required test frequency shall be one per 600 tons.*

3.0 Gradation Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches. *(Revises ITP Sec 304.4.1) The required frequency shall be one per 500 tons.*

4.0 Concrete Plant Checklists. *(Revises ITP Sec 501) Submittal of the 501 Concrete Plant Checklist shall be once per week when the contractor is only pouring curb, sidewalk, paved approaches, and curb ramps.*

5.0 Concrete Median, Median Strip, Sidewalk, Curb Ramps, Steps and Paved Approaches. *The required frequency shall remain as stated in ITP Sec 608 and further detailed in Sec 608.3.7.*

6.0 Concrete Curb. (Revises ITP Sec 609 only for Concrete Curb) For concrete curb, the required frequency shall be equivalent to ITP Sec 608 (concrete median, median strip, sidewalk, curb ramps, steps, and paved approaches), and Sec 608.3.7

R. 8" Tinted Concrete Truck Apron

1.0 Description. This work shall consist of 8-inch, non-reinforced Portland cement concrete pavement tinted red in accordance with the standard specifications and as shown on the plans or as directed by the engineer.

2.0 Materials. Concrete pavement shall conform to Section 502 and tinting agent(s) shall be installed per the manufacturer's instructions and recommendations. Color used in the pavement shall comply with Sec 1056, Concrete Tinting and Staining Material, and shall be integrated throughout the concrete mix. Surface applications to create colored pavement will not be accepted. The contractor shall submit to the Engineer a sample of the finished surface material that clearly demonstrates the color of material for approval prior to constructing the actual pavement.

3.0 Basis of Measurement. The quantities of concrete pavement will be measured in accordance with Sec 502.14.

4.0 Basis of Payment. The cost of all materials, labor, and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item No.	Units	Description
502-99.05	SY	8" Tinted Concrete Truck Apron

S. Tinted Concrete Median Strip

1.0 Description. This work shall consist of 8-inch tall median strip tinted red in accordance with the standard specifications and as shown on the plans or as directed by the engineer.

2.0 Materials. Concrete median strip shall conform to Section 608 and tinting agent(s) shall be installed per the manufacturer's instructions and recommendations. Color used in the pavement shall comply with Sec 1056, Concrete Tinting and Staining Material, and shall be integrated throughout the concrete mix. Surface applications to create colored median strip or pavement will not be accepted. The contractor shall submit to the Engineer a sample of the finished surface material that clearly demonstrates the color of material for approval prior to constructing the actual median strip

3.0 Method of Measurement. The quantities of median strip will be measured in accordance with Sec 608.4.

4.0 Basis of Payment. The cost of all materials, labor, and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item No.	Units	Description
608-99.05	SY	3" Tinted Concrete Median Strip
608-99.05	SY	6" Tinted Concrete Median Strip

T. Temporary Construction Easements

1.0 Description. MoDOT has obtained temporary construction easements from property owners in order to construct improvements for the project. Commercial properties within the project limits will continue utilizing those construction easements to conduct their day-to-day business. The contractor shall coordinate with the property owners to minimize the amount of time and space needed to construct the improvements located inside each temporary construction easement.

2.0 Construction Requirements. The contractor shall not disturb any improvements, besides the entrance or parking lot, located inside each temporary construction easement, unless shown as such on the plans. Improvements include such things as, but not limited to, monument signs and their electrical connections, landscaping, or sprinkler systems. The Contractor will be solely responsible for the cost to repair or replace any improvements disturbed that are not specifically marked on the plans for removal or adjustment.

3.0 Basis of Payment. No direct payment will be made for compliance with this provision.

U. Removal and Delivery of Existing Signs JSP-12-01C

1.0 Description. All Commission-owned signs removed from the project shall be disassembled, stored, transported, and disposed of as specified herein. Sign supports, structures and hardware removed from the project shall become the property of the contractor.

2.0 Disassembly and Delivery.

2.1 All Commission-owned signs, (excluding abandoned billboard signs), designated for removal in the plans, or any other signs designated by the Engineer, shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the recycling center for destruction.

2.2 The contractor shall coordinate and make arrangements with the recycling center for delivery of the signs. Sign panels shall be disassembled and/or cut into sizes as required by the recycling center.

2.3 The contractor shall provide the Engineer with a "Sign Delivery Certification" attesting to completion of delivery of all existing sign material from the project to the recycler. In addition, the contractor shall provide to the Engineer a final "Sign Certification of Destruction" from the recycler that documents the total pounds of scrap sign material received from the project and attests that all such material will not be re-purposed and will be destroyed in a recycling process. The contractor can locate the required certification statements from the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

2.4 Funds received from the disposal of the signs from the recycling center shall be retained by the Contractor.

3.0 Basis of Payment. All costs associated with removing, disassembling and/or cutting, storing, transporting, and disposing of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, "Removal of Improvements", per lump sum.

V. Pavement Edge Treatment

1.0 Amend Sec 619.1 as follows

619.1 Description. This work shall consist of the elimination of pavement edge differential as required by Contractors option.

2.0 Delete Sec 619.5 and insert the following:

619.5 Basis of Payment. Installation of Pavement Edge Treatment shall be considered incidental, and no direct payment will be made for the installation of Pavement Edge Treatment.

COMMUNITY DEVELOPMENT BLOCK GRANT JOB SPECIAL PROVISIONS

ATTACHMENT TO MoDOT JOB SPECIAL PROVISIONS

Project Name	Route B Roundabout – Boonville, Missouri
MoDOT Job Number	JST0017C
MoDOT Contract ID	261016-D14
CDBG Project Number	2025-GI-01-ST
CDBG Subrecipient	City of Boonville, Missouri
CDBG Funding Amount	\$500,000.00 (Construction)
County	Cooper County, Missouri
Notice to Proceed	December 21, 2026
Contract Completion	December 1, 2027

Prepared by: by the Mid-Missouri Regional Planning Commission for the City of Boonville, Missouri

In coordination with Missouri Department of Economic Development – CDBG Program

Missouri Department of Transportation – Central District

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SECTION 1.0 – AUTHORITY AND PURPOSE

1.1 The Federal Government, through the United States Department of Housing and Urban Development (HUD), is participating in the cost of construction of this project through the Community Development Block Grant (CDBG) Program administered by the Missouri Department of Economic Development (DED). All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the Contractor, and the work will be subject to the inspection of the appropriate Federal agency.

1.2 This document constitutes the CDBG Job Special Provisions (CDBG JSP) and is issued as an Addendum to the MoDOT Job Special Provisions for MoDOT Job Number JST0017C, Contract ID 261016-D14. These CDBG JSPs are incorporated in their entirety into the Contract Documents and shall be binding upon the Contractor and all subcontractors at every tier.

1.3 The CDBG Project Number for this contract is 2025-GI-01-ST. The CDBG Subrecipient is the City of Boonville, Missouri. The total CDBG construction funding contribution is \$500,000.00.

1.4 This contract is subject to the requirements of Title I of the Housing and Community Development Act of 1974, as amended; the Davis-Bacon Act (40 U.S.C. §§ 3141–3148); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708); the Copeland Anti-Kickback Act (18 U.S.C. § 874; 40 U.S.C. § 3145); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); Executive Order 11246, as amended; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; Section 503 and Section 504 of the Rehabilitation Act of 1973; and all implementing regulations. The Contractor shall also comply with all applicable implementing regulations, including but not limited to 24 CFR Part 570 (CDBG), 24 CFR Part 58 (Environmental Review), 24 CFR Part 75 (Section 3), 2 CFR Part 200 (Uniform Administrative Requirements), 2 CFR Part 180 (Debarment and Suspension), and 29 CFR Part 5 (Davis-Bacon Labor Standards).

SECTION 2.0 – CONFLICT OF REQUIREMENTS

2.1 CDBG JSP Precedents, Conflict, Reconciliation

These CDBG Job Special Provisions shall be read in conjunction with and as a supplement to the MoDOT Job Special Provisions for JST0017C and the MoDOT Standard Specifications for Highway Construction with all revisions applicable to this bid and contract. Where a conflict exists between the requirements of these CDBG JSPs and the MoDOT JSPs, the more stringent requirement shall govern.

Certain CDBG procedural requirements (including sealed bid submission, public bid opening, and submission of certifications at the time of bid) are not directly compatible with the Missouri Department of Transportation’s electronic bidding system (Bid Express).

Where such procedural incompatibilities exist, compliance with MoDOT’s required bidding procedures shall be deemed to satisfy the corresponding CDBG requirement, provided that all substantive federal requirements are met through equivalent electronic certifications or pre-award submissions as specified in these CDBG Job Special Provisions.

2.1.1 Liquidated Damages — MoDOT JSP Controls.

The MoDOT Job Special Provisions for JST0017C establish specific liquidated damages structures that are binding contract terms, including: (a) road user cost liquidated damages of \$2,300 per calendar day and contract administrative liquidated damages of \$750 per calendar day for failure to complete the work by December 1, 2027; (b) a hard limit of 75 calendar days for traffic detour onto Pioneer Boulevard, with liquidated damages accruing for each day in excess of that limit; and (c) deletion of the standard winter liquidated damages waiver, meaning liquidated damages will accrue continuously from December 15, 2026 through March 15, 2027 without suspension.

The excusable delay provisions of CDBG General Conditions Section 15 (Time for Completion and Liquidated Damages) are supplemental to, and do not supersede or replace, the MoDOT liquidated damages framework. Any request for time extension based on excusable delay under Section 15 must be pursued through MoDOT's engineer in accordance with the MoDOT Standard Specifications, Section 108 and MoDOT JSP Section B, and independently documented for the City of Boonville's CDBG audit trail.

2.2 MoDOT Bidding Procedures Govern.

This contract is let through the Missouri Department of Transportation electronic bidding system (Bid Express) and is subject to MoDOT's prequalification and letting procedures. MoDOT does not conduct public bid openings; bids are submitted and opened digitally through MoDOT's established process. The electronic bidding procedures established by MoDOT shall govern the mechanics of bid submission and opening for this project. References in the CDBG General Conditions or Supplemental Conditions to sealed bids, public openings, or paper bid submissions shall be understood to be satisfied by MoDOT's equivalent electronic bidding process.

NOTE TO BIDDERS: MoDOT's electronic bidding process through Bid Express satisfies the bid submission and opening requirements of this contract. No additional CDBG-specific paper documents are required to be submitted at the time of bid opening due to MoDOT's electronic bidding process. Certifications normally required at bid opening under CDBG are satisfied through the bidder's electronic certifications submitted via Bid Express. All required CDBG forms not captured through the MoDOT system shall be submitted by the apparent low bidder prior to contract award in accordance with Section 13.0.

Substitution of MoDOT Bidding Requirements for CDBG Forms

MoDOT bidding requirements shall be considered functionally equivalent to corresponding CDBG bid packet requirements as follows:

- a. MoDOT Contractor Prequalification satisfies the CDBG Bidder Qualifications requirement.
- b. The MoDOT electronic bid submission (Bid Express) satisfies the CDBG Bid Form requirement.
- c. Certifications executed electronically as part of the MoDOT bidding process satisfy equivalent CDBG bid certifications unless otherwise required prior to contract award.

2.3 Wage Determinations.

This contract requires payment of the prevailing hourly rate of wages as determined by the higher of: (1) the United States Department of Labor (Davis-Bacon Act Federal Wage Determination); and

(2) the Missouri Department of Labor and Industrial Relations General Wage Order No. 70, Heavy/Highway Construction Rates for Cooper County, Section 027, effective July 1, 2026 – June 30, 2027 (MoDOT's governing State wage order for this letting). The Contractor and all subcontractors shall pay the higher of the two applicable wage rates for each craft or classification for all work performed anywhere on this project. Both the Federal Wage Determination and MoDOT General Wage Order No. 70 will be posted by MoDOT in the project plan room in accordance with MoDOT's standard letting procedures no later than ten (10) days prior to bid opening; bidders should confirm the specific wage order posted for this letting from that plan room posting, as MoDOT's General Wage Order is subject to periodic reissuance. The Missouri Division of Labor Standards Annual Wage Order (a separate, non-highway wage order previously referenced in the April 2026 version of this CDBG JSP as Appendix B) is not a requirement of this contract.

NOTE TO BIDDERS: TWO WAGE DETERMINATIONS APPLY: *This project is subject to two wage determinations. Bidders must pay the higher applicable rate for each craft classification: (1) the Federal Davis-Bacon Wage Determination, and (2) MoDOT General Wage Order No. 70, Heavy/Highway Construction Rates for Cooper County, Section 027 (effective July 1, 2026 – June 30, 2027). Both will be posted in the MoDOT project plan room no later than ten (10) days prior to bid opening; bidders should confirm the specific wage order posted for this letting. All bidders must review both wage determinations prior to preparing their bid.*

2.4 CDBG Wage Rate Compliance.

The City of Boonville, as CDBG Subrecipient, will independently confirm the applicable wage determinations with the Missouri DED CDBG Program no later than ten (10) days prior to bid opening to establish the required CDBG audit trail.

2.5 Buy America Requirements.

This project is subject to Federal domestic preference requirements under MoDOT's FHWA Buy America program (JSP Section F, 23 CFR 635.410, Sec 106.9 et seq.) and to HUD's Build America, Buy America Act (BABA) Buy America Preference (BAP) requirements under 2 CFR Part 184. MoDOT is the cognizant federal-aid agency for this contract and provides the larger share of project funding; accordingly, MoDOT's Buy America program governs domestic content compliance, certifications, and waivers for this project, and the Contractor's compliance with MoDOT JSP Section F satisfies the project's BABA obligation as described below.

This project receives HUD Community Development Block Grant funding under Federal Grant No. BC-25-DC-29-0001 (B-25 grant year). This project's total cost exceeds \$250,000, the simplified acquisition threshold under 2 CFR 200.1, and it therefore does not qualify for the General Applicability De Minimis and Small Grants Waiver described in HUD Notice CPD-25-01 (CPD Notice 2025-01); Build America, Buy America Act compliance under 2 CFR Part 184 accordingly applies. The Contractor shall submit all Buy America domestic content certifications to the MoDOT engineer only, in accordance with MoDOT JSP Section F (Sec 106.9), in the same manner as on any other MoDOT-let contract; no separate or additional certification, waiver request, or supporting documentation is required to be submitted by the Contractor to the City of Boonville or Missouri DED. This is a coordination matter between MoDOT and the City of Boonville, not an additional contractor reporting obligation: MoDOT will provide the City of Boonville with copies of the Contractor's MoDOT-approved Buy America certifications and any related MoDOT/FHWA determinations for retention in the CDBG project file. Bidders may refer to the HUD Exchange BABA Quick Guide (<https://www.hudexchange.info/programs/baba/quick-guides/>) and CPD Notice

2025-01 for general background; compliance itself is administered exclusively through the MoDOT process described in this Section.

De Minimis and Waiver Determinations: Any de minimis relief or Buy America waiver determination for this project — including any FHWA-level waiver — is administered exclusively through MoDOT's process under MoDOT JSP Section F; the Contractor is not required to submit any additional or separate notice, waiver request, or supporting documentation to the City of Boonville or Missouri DED. MoDOT will provide the City of Boonville with copies of all de minimis and waiver determinations for retention in the CDBG project file. Use of non-compliant materials without an approved determination may result in disallowance of associated costs under the CDBG grant, for which the City of Boonville as Subrecipient bears financial responsibility. All questions regarding CDBG BABA compliance shall be directed to the City of Boonville as CDBG Subrecipient.

2.6 Trainee Hours — MoDOT Federal Project Designation.

The MoDOT bid documents for this project designate zero (0) trainee slots and zero (0) trainee hours under the Federal-aid trainee program. The apprentice and trainee provisions set forth in CDBG General Conditions Section 41 (Employment of Apprentices/Trainees) constitute standard federal boilerplate incorporated into this Contract and remain operative to the extent a Contractor or subcontractor independently employs apprentices or trainees registered in a bona fide program approved by the U.S. Department of Labor. Section 41 does not create an obligation to employ trainees beyond what is required by the MoDOT federal project designation. Where no trainees are employed, the compliance provisions of Section 41 are satisfied by the zero-slot designation.

2.7 City of Boonville — Utility Coordination Role.

Bidders and the Contractor are advised that the City of Boonville serves as both the CDBG Subrecipient (Owner) under these CDBG Job Special Provisions and as an active construction coordination party under the MoDOT Job Special Provisions. Specifically, MoDOT JSP Sections N and O require the Contractor to coordinate directly with the City of Boonville regarding: (a) Ameren Missouri Electric streetlight component installation, including timing of light pole pedestal installation relative to grading completion; and (b) installation of City-directed conduit segments, including a minimum 7-calendar-day advance notice to the City prior to conduit installation to allow final locations to be identified. These coordination obligations to the City of Boonville in its MoDOT JSP utility coordination capacity are binding contract requirements independent of, and in addition to, the Contractor's obligations to the City of Boonville as CDBG Subrecipient. Failure to coordinate as required under MoDOT JSP Sections N and O is a contract compliance issue under both the MoDOT contract and the CDBG requirements.

SECTION 3.0 – CERTIFIED PAYROLL REQUIREMENTS

3.1 Weekly Certified Payroll Submission

The Contractor and each subcontractor shall submit weekly certified payrolls to the City of Boonville for each week in which any Davis-Bacon or Related Acts-covered work is performed. Certified payrolls shall be submitted no later than seven (7) days after the close of the payroll period. The prime Contractor is responsible for the submission of certified payrolls for all subcontractors at every tier.

Certified payrolls shall be submitted using U.S. Department of Labor Form WH-347 (Rev. January 2025), which is attached as Appendix J, or an equivalent payroll report produced by payroll

software that contains all fields required by the WH-347 in the same format and with equivalent information. Substitute formats that omit required fields or do not include the Statement of Compliance will not be accepted.

APPENDIX J: The current U.S. Department of Labor Form WH-347 (Rev. January 2025) is attached as Appendix J. Software-generated equivalents must contain all WH-347 fields.

3.2 Statement of Compliance

Each weekly certified payroll submission must be accompanied by a signed Statement of Compliance as set forth on the reverse side of Form WH-347 (or its equivalent). The Statement of Compliance must be signed by the Contractor, subcontractor, or their duly authorized agent who pays or supervises the payment of the persons working on the contract. The signature must be an original handwritten signature or a legally valid electronic signature.

The Statement of Compliance shall certify: (1) that the payroll information submitted is correct and complete; (2) that each laborer or mechanic has been paid the full weekly wages earned without rebate or unauthorized deduction; and (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits for the classification of work actually performed, as specified in the applicable wage determination incorporated into this Contract.

The willful falsification of any Statement of Compliance 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, as well as debarment from future Federal and federally-assisted contracts.

Note: Certified payroll signatures shall comply with the signature requirements of HUD-4010 Section A.3(ii)(E), permitting original handwritten signatures or legally valid electronic signatures.

3.3 Payroll Authorization Certificate

If the person signing the certified payroll and Statement of Compliance is not an officer or owner of the Contractor or subcontractor, a Payroll Authorization Certificate must be executed by an authorized officer or owner of the firm, designating by name and signature the individual authorized to supervise payment and execute the Statement of Compliance on the firm's behalf. The Payroll Authorization Certificate form is attached as Appendix K.

The Payroll Authorization Certificate shall be executed prior to and submitted with the first payroll. Should the designated appointee be changed at any time during the project, a new Payroll Authorization Certificate must accompany the first payroll executed by the new appointee.

APPENDIX K: The CDBG Payroll Authorization Certificate form is attached as Appendix K. Required when payrolls are signed by someone other than an officer or owner of the firm.

3.4 Record Retention

The Contractor and each subcontractor shall maintain all payrolls and basic payroll records during the course of the work and for a period of not less than five (5) years after all work on the prime contract is completed. This five-year retention period governs and supersedes any shorter retention period that may appear elsewhere in these CDBG Job Special Provisions or the CDBG General Conditions. Records shall contain the name, Social Security number, last known address, telephone number, and email address of each worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Full Social Security numbers shall not be included on weekly certified payroll transmittals to the City of Boonville; an individually identifying number (e.g., last four digits of the Social Security number) shall be used on submitted payrolls.

SECTION 4.0 – CONTRACTOR AND SUBCONTRACTOR ELIGIBILITY

4.1 Debarment Checks Required

All contracts and subcontracts paid for with CDBG funds must verify the eligibility of the Contractor and each subcontractor at every tier. The City of Boonville will conduct debarment checks on the prime Contractor and all subcontractors using the federal System for Award Management (SAM.gov) at www.sam.gov and through Missouri DED CDBG processes prior to contract award and prior to approval of any subcontract. No contract shall be executed, and no subcontract shall be approved, with any entity that is debarred, suspended, or otherwise excluded from participation in Federal programs on the SAM.gov Exclusions list.

4.2 Request for Contractor/Subcontractor Eligibility Form

The apparent low bidder shall complete and submit the Missouri DED Request for Contractor/Subcontractor Eligibility form for the prime Contractor and for each subcontractor proposed for use on the project prior to contract award. This requirement is implemented in accordance with 2 CFR Part 180 and 2 CFR §200.214. The form is attached as Appendix D and must accompany all procurement documentation submitted to the City of Boonville. Forms with incomplete information will be returned. Firms must be registered with the Missouri Secretary of State's Office and be in good standing at the time of submission. The Business FEIN number is required on all submissions.

NOTE — CDBG Subcontractor Eligibility vs. MoDOT Disclosure Threshold: The MoDOT bid documents require subcontractor disclosure only for subcontracts with a value equal to or greater than twenty percent (20%) of the total project bid or \$2,000,000, whichever is applicable. The CDBG Contractor/Subcontractor Eligibility Form requirement under this Section 4.2 applies to all subcontractors proposed for use on this project regardless of dollar value and is a separate and independent obligation from MoDOT's subcontractor disclosure threshold. Completion of MoDOT's subcontractor disclosure form does not satisfy the requirement to submit Appendix D for each proposed subcontractor.

APPENDIX D: Missouri DED Request for Contractor/Subcontractor Eligibility form attached as Appendix D. Required from apparent low bidder for prime and all proposed subcontractors prior to contract award.

4.3 Certification of Eligibility

By entering into this contract, the Contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a). The penalty for making false statements is prescribed in the U.S. Code, Title 18, 18 U.S.C. 1001.

SECTION 5.0 – SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(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. This project receives more than \$200,000 in HUD/CDBG funding and is therefore subject to the full Section 3 requirements set forth herein.

(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 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.

5.1 Section 3 Benchmarks

For housing and community development financial assistance projects, the benchmark for Section 3 workers is currently 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 currently 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. These thresholds can change every three years.

At the close of the project, the following information must be reported:

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

5.2 Section 3 Compliance – Benchmark Safe Harbor and Good Faith Efforts

If a project meets the Section 3 benchmark thresholds set forth in Section 5.1, it will be considered in compliance, absent evidence to the contrary, provided the Contractor also certifies compliance with prioritization requirements found in 24 CFR § 75.19.

If reporting indicates that the Section 3 benchmarks are not met for this project, compliance may be established through an alternate method. The Contractor must adequately document the qualitative efforts undertaken by the Contractor and all subcontractors in an effort to achieve the Section 3 hiring benchmark levels. Documentation of qualitative efforts is a binding contract requirement. The following qualitative efforts, as required under 24 CFR § 75.25(b), must be documented and reported to the City of Boonville:

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provide training or apprenticeship opportunities.
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provide or connect Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Hold one or more job fairs.
- Provide or connect Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational technical/training.
- Assist Section 3 workers to obtain financial literacy training and/or coaching.
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divide contracts into smaller jobs to facilitate participation by Section 3 business 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.
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses.

Failure to meet benchmarks AND failure to document adequate qualitative efforts shall constitute noncompliance with Section 3 requirements and may result in suspension of further payment, advance, or guarantee of funds until violations have ceased.

5.3 Section 3 Intent to Comply

Each bidder shall execute the Section 3 Intent to Comply certification attached as Appendix E. This certification is required from the apparent low bidder prior to contract award.

APPENDIX E: Section 3 Intent to Comply certification attached as Appendix E. Required from apparent low bidder prior to contract award.

5.4 Certificate of Contemplated MBE/WBE/Section 3 Hires and Business Utilization

Each bidder shall execute the Certificate of Contemplated Minority, Women, and Section 3 Hires and Business Utilization attached as Appendix F. This certificate requires the bidder to identify any MBE, WBE, or Section 3 business firms contacted or to be utilized for this project. This certification is required from the apparent low bidder prior to contract award.

NOTE — MoDOT DBE Goal Does Not Satisfy CDBG MBE/WBE/Section 3 Obligations: The MoDOT DBE contract goal for this project has been established at 0% of the total federal project price in accordance with the MoDOT bid documents. The 0% DBE goal does not relieve the Contractor of its obligations under this Section 5.4 or Appendix F. The requirements to identify, contact, and document MBE, WBE, and Section 3 business concerns are independent CDBG program obligations that apply regardless of the MoDOT DBE goal percentage.

APPENDIX F: Certificate of Contemplated MBE/WBE/Section 3 Hires and Business Utilization attached as Appendix F. Required from apparent low bidder prior to contract award.

APPENDIX L: Section 3 FAQ is attached as Appendix L as a compliance reference tool. The FAQ provides guidance on meeting the binding Section 3 requirements of this contract, including qualifying good faith efforts under 24 CFR Part 75.

SECTION 6.0 – ANTI-LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of Federal contracts, grants, and loans from using congressionally appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, or loan. This requirement applies to all awards of Federal funds over \$100,000 and extends to all grantees, contractors, subcontractors, suppliers, etc. Failure to obtain this certification from all awards of \$100,000 or more will result in a program finding and suspended disbursement of Federal funds. This requirement is implemented pursuant to 31 U.S.C. §1352 and 24 CFR Part 87.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

NOTE ON ANTI-LOBBYING AND MoDOT BIDDING PROCESS: This contract uses a two-step anti-lobbying certification process. Step 1 – Bid Opening: MoDOT's electronic bidding process through Bid Express captures the anti-lobbying certification electronically from all bidders at the time of bid submission. This satisfies the anti-lobbying certification requirement for purposes of the MoDOT letting. Step 2 – Pre-Award CDBG Audit Trail: The apparent low bidder must additionally complete and execute the CDBG Certification Regarding Government-Wide Restriction on Lobbying (Appendix C) and submit it to the City of Boonville prior to contract award. This separate execution is required to establish the CDBG program audit trail and satisfy Missouri DED CDBG monitoring requirements. Appendix C cannot be waived on the basis of the Bid Express electronic certification.

APPENDIX C: Certification Regarding Government-Wide Restriction on Lobbying attached as Appendix C. Required from apparent low bidder prior to contract award as a separate CDBG audit trail document.

SECTION 7.0 – COMMUNITY DEVELOPMENT BLOCK GRANT GENERAL CONDITIONS

The following CDBG General Conditions are incorporated into this Contract in their entirety. References herein to "Owner" shall mean the City of Boonville, Missouri. References to "A/E" or "Architect/Engineer" shall mean the project engineer of record. Where these General Conditions reference the Local Public Agency or Public Body, that shall mean the City of Boonville as CDBG Subrecipient.

1. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

"Contractor": A person, firm, or corporation with whom the contract is made by the Owner.

"Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.

"Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

“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 their last given address, or delivered in person to said party or their authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings, by the A/E, as necessary to carry out the work required by the contract documents.

The additional drawings and instructions thus supplied will become a part of the contract drawings. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULE, REPORTS AND RECORDS

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.

Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be started, estimated date of completion of each part and, as applicable, the dates at which special drawings will be required and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS

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.

In case of conflict between the drawings and specification, the specification shall govern. Figure dimensions on drawings shall govern over general drawings.

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 A/E in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The A/E shall promptly review all shop drawings. The A/E's approval of any shop drawing 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.

When submitted for the A/E'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.

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 A/E. 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 A/E.

6. MATERIALS, SERVICES AND FACILITIES

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.

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.

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

Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the A/E.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller when a Payment Bond is not required by the contract documents.

7. INSPECTION AND TESTING OF MATERIALS

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.

The Owner shall provide all inspection and testing services not required by the contract documents.

The Contractor shall provide at the Contractor's expense the testing and inspection services required by the contract documents.

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 Contractors, the Contractor will give the A/E timely notice of readiness. The Contractor will then furnish the A/E the required certificates of inspection, testing and approval.

Inspections, tests or approvals by the A/E or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the contract documents.

The A/E and the A/E's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or 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.

If any work is covered contrary to the written instruction of the A/E it must, if requested by the A/E, be uncovered for the A/E's observation and replaced at the Contractor's expense.

If the A/E considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the A/E's request, will uncover, expose or otherwise make available for observation, inspection or testing as the A/E 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 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.

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

Whenever a material, article, or piece of equipment is identified on the drawings and specifications by reference to brand name or catalog numbers, 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 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 catalog number, if, in the opinion of the A/E, such material, article or piece of equipment is of equal substance and function to that specified, the A/E 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

The Contractor shall pay all applicable royalties and license fees, and 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 product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that design, process or product specified is an infringement of a

patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the A/E.

10. SURVEYS, PERMITS, AND REGULATIONS

The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. 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 pipe locations and other working points, lines, elevations and cut sheets.

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

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general 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, the Contractor shall promptly notify the A/E in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in Work.

11. PROTECTION OF WORK, PROPERTY, PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor 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.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor 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 part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the owner, of the A/E 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.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the A/E or owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the A/E 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 issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

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 or 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 WORK

The Owner may at any time, as 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 unit price shown in bid schedule.

The A/E, 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 A/E unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time or both, in which event the Contractor shall give the A/E 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. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the owner.

14. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a change order. The value of any work covered by a change order or 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.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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."

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.

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 each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.

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 A/E.

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

To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or 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 to any delays of Subcontractors occasioned by any of the causes specified in this article.

16. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all work rejected by the A/E for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute 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.

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) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

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.

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

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents, or unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract documents.

The Owner shall promptly investigate the conditions, and if it is found 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 hereinafter shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

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

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 for bid.

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 bypassed and require additional work, consult the A/E.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the A/E which 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 increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or disregards the authority of the A/E, or 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 its 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 the Owner 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 A/E and incorporated in a change order.

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.

After ten (10) days from delivery of written notice to the Contractor and the A/E, 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.

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 A/E 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 A/E or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of written notice to the Owner and the A/E 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 A/E 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 A/E stop the work until 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.

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 A/E 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 in change order to compensate the Contractor for the costs and delays necessarily caused by the failure of the owner or A/E.

The Owner, without terminating the service of the Contractor or written notice to the Surety, through the A/E 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: 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

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the A/E 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 A/E may reasonably require. The A/E will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation of an approved partial payment estimate pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate until completion and acceptance of the work. The 5% retainage may be reduced by change order if completion and acceptance of the work is delayed due to valid circumstances and the work is usable for its intended purpose by the owner. If reduction in the retainage is approved the remaining retainage shall be an amount sufficient to complete the work.

The request for payment may also include an allowance for the cost of 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.

Prior to completion and acceptance of the work, the owner, with approval of the A/E 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.

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.

Upon completion and acceptance of the work, the A/E shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. 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 A/E's certificate of acceptance will be on the document "Consultant's Certification for Acceptance and Final Payment."

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 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, the Contractor's 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.

If the Owner fails to make payment thirty (30) days after approval by the A/E, 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 Section 33 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 PAYMENTS AS RELEASE

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 its sureties from any obligations under the contract documents or the Performance and Payment Bonds.

21. INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it 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 the Contractor or Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of employee;
- (c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- (d) 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;
- (e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

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

The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:

- (a) Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor 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 the Contractor or by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor and also to include coverage for Products and/or Completed Operations. Insurance shall be written with a combined single limit for injury and/or property damage liability or not less than \$2,000,000 per occurrence and with an aggregate or not less than \$2,000,000.
- (b) Where the work to be performed under the contract documents involves 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 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 alterations 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.

(c) 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.

(d) 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.

(e) 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.

The Contractor shall procure and maintain, at the Contractor's own expense during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all the Contractor's employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen'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 Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

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

The Contractor shall within fifteen (15) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and Payment Bond in an amount at least equal to one hundred percent (100%) 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 on 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, 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 other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payment 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

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the A/E 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.

25. SEPARATE CONTRACT

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 the 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 A/E any defects in such work that render it unsuitable for such proper execution and results.

The Owner may perform additional work related to the project or the Owner 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 the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the work with theirs.

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 involves it in additional expense or entitles it to any

extension of the contract time the Contractor may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

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.

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

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 give the Contractor the same power as regards terminating any Subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.

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. ARCHITECT/ENGINEER'S AUTHORITY

The A/E shall act as the Owner's representative during the construction period, shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The A/E will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

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 at the factory or fabrication plant of the source of the material supply.

The A/E will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

The A/E shall promptly make decisions relative to interpretation of the contract documents.

The A/E 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. LANDS AND RIGHT-OF-WAY

Prior to issuance of Notice to Proceed, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

The Owner shall provide to the Contractor information which delineates and describes the lands owned and right-of-way acquired.

The Contractor shall provide at its 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. GUARANTEE

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of completion and acceptance of the work. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work 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 other damages that were caused by defects in the work. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. In an 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. REMEDIES

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

31. TAXES

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

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:

- (a) The exempt entity's name, address, Missouri tax identification number and signature of authorized representative.
- (b) The project location, description, and unique identification number.

- (c) The date the contract is entered into, which is the earliest date materials may be purchased for the project on a tax-exempt basis.
- (d) The estimated project completion date.
- (e) The certificate expiration date.

32. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

33. PROTECTION OF LIVES AND HEALTH

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.

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.

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 Safety Training, Paragraph a., above.

(b) The penalty described in Subsection a. of this Section shall not begin to accrue until the time periods described in Safety Training, Paragraphs b. and c., above, have elapsed.

(c) Violations of the Safety Training requirements above 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

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

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

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of 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.

FEDERAL LABOR STANDARDS PROVISIONS — ORDER OF PRECEDENCE

Sections 37 through 53 below set forth Federal labor standards provisions applicable to this Contract. Form HUD-4010, Federal Labor Standards Provisions (10/2023), together with the applicable Davis-Bacon wage determination, is attached to and incorporated into this Contract and is the controlling statement of the Contractor's and each Subcontractor's federal labor standards obligations.

Sections 37 through 53 are retained for reference. To the extent that any provision of Sections 37 through 53 conflicts with or is inconsistent with Form HUD-4010 (10/2023) or the regulations at 29 CFR Parts 1, 3, and 5, Form HUD-4010 (10/2023) and those regulations shall govern, and the conflicting provision of Sections 37 through 53 shall have no effect; provided, however, that nothing in this paragraph relieves the Contractor of any requirement imposed elsewhere in the Contract

Documents that is more stringent than, or more protective of workers than, the corresponding federal requirement.

Any reference in Sections 37 through 53 to a statute, regulation, Federal agency or office, form, retention period, or dollar amount that has since been amended, redesignated, renamed, or adjusted shall be read as referring to the current successor statute, regulation, agency or office, form, period, or amount. As provided in 29 CFR 5.5(e) and in Paragraph E of Form HUD-4010 (10/2023), the required contract clauses and the applicable wage determination are effective by operation of law, and are a part of this Contract, whether or not they are included or incorporated by reference herein.

37. MINIMUM WAGE

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

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

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,

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. 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 (40 U.S.C. 3701–3708, formerly 40 U.S.C. 327–332; 76 Stat. 357–360)

(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 workweek.

(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 therefor 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 specified at 29 CFR 5.5(b)(2), as adjusted annually for inflation (\$33 per calendar day as of the most recent adjustment), for each calendar day on which such employee 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).

(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 contractor as 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 paragraph b. of this Section 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 5.16, 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, 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, and 29 CFR Part 30.

42. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

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)

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

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

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

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 classifications 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

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

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

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

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)(B) 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

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 Standards Provisions are applicable.

52. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISION

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

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

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 authorized to work in the United States.

SECTION 8.0 – HUD SUPPLEMENTAL GENERAL CONDITIONS

The following HUD Supplemental General Conditions are incorporated into this Contract in their entirety and shall be binding upon the Contractor and all subcontractors at every tier.

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.

- h. 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:

1. Goals for minority participation: 10%
2. Goals for Female participation: 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 Cooper County, Missouri; City of Boonville, Missouri.
- 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 American 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 onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other area of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 17. Covered construction contractors performing contracts in geographical area where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- h. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (g1 through 17). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g1 through 17 of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the

Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontract as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications, and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate to pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

APPENDIX G: Certification of Bidder Regarding Equal Employment Opportunity attached as Appendix G. Required from apparent low bidder prior to contract award.

APPENDIX H: Certification by Proposed Subcontractor Regarding Equal Employment Opportunity attached as Appendix H. Required from all proposed subcontractors prior to contract award.

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

- (A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), and the implementing regulations in 24 CFR part 75.
- (B) 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.
- (C) 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.

- (D) 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.

NOTE: The Section 3 compliance requirements in this Section 8 are binding contract requirements. See also Section 5.0 of these CDBG JSPs and Appendices E, F, and L for Section 3 forms and compliance guidance.

3. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (Applicable to Federally assisted construction contracts and related subcontracts exceeding \$150,000.)

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.

4. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION 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 701.300 to 701.338. 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 their 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).

SECTION 9.0 – SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS

The following Summary of Civil Rights Laws, Executive Orders, and Regulations is incorporated into this Contract as a binding contract requirement. CDBG grantees must assure that all project activities will be administered in compliance with the civil rights laws and regulations set forth herein. The City of Boonville and the Contractor shall each be responsible for compliance with all applicable provisions.

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

CDBG grantees must ensure 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.
5. 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.
6. 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.
7. 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, RS Mo, 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.

SECTION 10.0 – COMMUNITY DEVELOPMENT BLOCK GRANT BONDING AND INSURANCE REQUIREMENTS

This contract is administered through MoDOT's letting process; MoDOT's bonding and insurance requirements meet or exceed the CDBG minimums set forth in this section and shall govern. For contracts or subcontracts exceeding \$100,000, the applicable CDBG minimum requirements are as follows:

1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price, consisting of a firm commitment such as a bid bond, certified check, or other negotiable instrument, as assurance that the bidder will execute required contractual documents within the time specified.
2. A performance bond on the part of the Contractor for 100 percent (100%) of the contract price, securing fulfillment of all the Contractor's obligations under the contract.

3. A payment bond on the part of the Contractor for 100 percent (100%) of the contract price, assuring payment to all persons supplying labor and material in execution of the work.
4. Use of MoDOT-approved bond forms shall be considered compliant with CDBG requirements and must be included in the final executed contract.

Insurance shall be written with a combined single limit for injury and/or property damage liability of not less than \$2,000,000 per occurrence and an aggregate of not less than \$2,000,000.

NOTE: MoDOT bonding forms and procedures govern this contract and satisfy the CDBG requirements above. Certificate of Insurance is required prior to contract execution and shall be submitted to the City of Boonville.

SECTION 11.0 – HUD FEDERAL LABOR STANDARDS PROVISIONS (HUD-4010)

The Federal Labor Standards Provisions (Form HUD-4010, October 2023) are incorporated into this Contract in their entirety and are attached as Appendix A. The HUD-4010 provisions govern the applicability of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, prevailing wage requirements, certified payroll requirements, and related labor standards for this federally assisted construction contract. In the event of conflict between the HUD-4010 provisions and any other contract requirement, the HUD-4010 provisions shall control with respect to Federal labor standards compliance.

APPENDIX A: The complete HUD-4010 Federal Labor Standards Provisions form (October 2023) is attached as Appendix A. All Contractors and subcontractors are directed to review Appendix A in its entirety prior to bid submission.

SECTION 12.0 – CDBG ENVIRONMENTAL CONDITIONS OF APPROVAL

12.1 Environmental Review — Conditions of Approval

The City of Boonville's CDBG Environmental Review for this project has been completed pursuant to 24 CFR Part 58 and the National Environmental Policy Act (42 U.S.C. § 4321 et seq.). The environmental review resulted in the issuance of Conditions of Approval that are binding requirements of this Contract. The complete Conditions of Approval document is attached as Appendix M. The Contractor and all subcontractors shall comply with each applicable condition and shall maintain documentation of compliance for submission to the City of Boonville as specified below.

12.2 Pre-Construction Requirements

The following conditions must be satisfied prior to issuance of the Notice to Proceed:

- (a) **Missouri DNR Land Disturbance Permit.** A Missouri Department of Natural Resources Land Disturbance Permit is required prior to construction. The Contractor shall obtain the Land Disturbance Permit and provide a copy to the City of Boonville prior to the Notice to Proceed.

- (b) Borrow and Quarry Site Declaration.** If the project requires use of any fill, backfill, or aggregate from a quarry or borrow site, the apparent low bidder shall complete the Quarry or Borrow Site Declaration Form attached as Appendix N and submit it to the City of Boonville prior to contract award. The City of Boonville will facilitate CDBG environmental review clearance for all declared sites prior to the Notice to Proceed. No borrow or quarry site may be used in construction unless it has received CDBG environmental review clearance. If during construction the Contractor elects to use a borrow site or quarry not declared on Appendix N, the Contractor shall immediately notify the City of Boonville. Any new or additional borrow or quarry site must receive CDBG environmental review clearance prior to use.

APPENDIX N: *Quarry or Borrow Site Declaration Form attached as Appendix N. Required from apparent low bidder prior to contract award if project requires fill, backfill, or aggregate from a quarry or borrow site.*

- (c) Traffic Control Plan.** A traffic control plan is required to manage traffic safety during project construction. The Contractor shall submit the traffic control plan to the MoDOT project engineer for approval prior to the Notice to Proceed. A copy shall be transmitted to the City of Boonville for the CDBG project file.
- (d) Monitoring Well Closure — Satisfied.** The environmental review identified a condition requiring closure of monitoring wells associated with the Casey's General Store #3281 underground storage tank remediation at 2450 Main Street, Boonville, Missouri. The Missouri Department of Natural Resources has issued a No Further Action (NFA) determination for this site. This condition is satisfied prior to contract execution. The City of Boonville shall retain the MoDNR NFA letter in the CDBG project file as documentation of satisfaction of this condition.

12.3 During Construction Requirements

The following conditions apply throughout the construction period:

- (a) Stormwater and Pollution Prevention.** The project shall comply with MoDOT's Stormwater Pollution Prevention Plan (SWPPP), utilizing best management practices for stormwater, erosion, and sediment control. The Contractor shall maintain SWPPP documentation on site and available for inspection by the City of Boonville, MoDOT, or MoDNR at any time.
- (b) Discovery of Contaminated Materials.** If previously unknown underground storage tanks, stained soils, or contaminated groundwater are encountered during excavation, work shall stop immediately in the affected area. The Contractor shall notify the City of Boonville and contact the Missouri Department of Natural Resources Spill Line at (573) 634-2436 for further guidance. Work in the affected area shall not resume until authorized by MoDNR.
- (c) Discovery of Archaeological Artifacts or Human Remains.** If artifacts or human remains are discovered during construction, work shall stop immediately in the affected area. The Contractor shall immediately notify the City of Boonville, the MoDOT project engineer, and CDBG (Missouri DED CDBG Program). The City of Boonville will coordinate notification to HUD, MoDNR, the Missouri State Historic Preservation Office, and Native American Tribes with an interest in the area as required under 36 CFR Part 800. Work in the affected area shall not resume until authorized following completion of the required consultation process. This condition supplements and is consistent with the archaeological discovery requirements in Section 8.0 of these CDBG Job Special Provisions.
- (d) Scope Changes and Change Orders.** If the project scope changes in any manner that may affect the environmental review findings, the Contractor shall immediately notify the City of Boonville and the MoDOT project engineer in writing.

All change orders shall be submitted to the Missouri DED CDBG Program for review prior to execution. Change orders with a value greater than \$10,000 require written CDBG approval before work under the change order may be performed. Following review of any change order, CDBG will make a determination as to whether the scope change requires a formal environmental review amendment pursuant to 24 CFR Part 58. No work under a change order requiring CDBG approval shall commence until written CDBG approval has been received by the City of Boonville.

NOTE — CHANGE ORDER CDBG REVIEW REQUIREMENT: All change orders on this project must be submitted to Missouri DED CDBG for review prior to execution. Change orders greater than \$10,000 require written CDBG approval before work may proceed. The City of Boonville is responsible for submitting change orders to CDBG and transmitting written approval to the MoDOT project engineer before authorizing work. Failure to obtain required CDBG approval prior to performing change order work may result in disallowance of associated costs under the CDBG grant, for which the City of Boonville as Subrecipient bears financial responsibility.

12.4 Closeout Documentation

Prior to project closeout, the Contractor shall provide the City of Boonville with completed documentation for each applicable Condition of Approval using the form attached as Appendix M. Documentation shall include evidence of Land Disturbance Permit issuance, SWPPP compliance records, any borrow/quarry site form, and any incident reports generated under Sections 12.3(b) through 12.3(d). Failure to provide required closeout documentation may result in withholding final payment and delay of CDBG grant closeout.

APPENDIX M: CDBG Environmental Review Conditions of Approval (Project No. JST0017C) is attached as Appendix M. The Contractor shall complete the documentation and initials columns for each condition and submit the completed form to the City of Boonville prior to project closeout.

SECTION 13.0 – REQUIRED SUBMISSIONS SCHEDULE AND APPENDIX TABLE

The following appendices are incorporated into and made part of the Contract Documents for JST0017C – Route B Roundabout (MoDOT Contract ID: 261016-D14 / CDBG Project No.: 2025-GI-01-ST). These appendices establish requirements applicable to the Contractor and all subcontractors in accordance with applicable federal, state, and local regulations, including those associated with Community Development Block Grant (CDBG) funding. Each appendix is categorized based on the phase in which it is applicable. The Contractor and all subcontractors at any tier shall be responsible for compliance with all applicable appendices.

Appendix	Document	Required By
BID PHASE — Reference for Bidders		
Appendix A	HUD-4010 Federal Labor Standards Provisions	Bid Phase — All Bidders (Reference)
Appendix B	Intentionally Omitted.	N/A
PRIOR TO CONTRACT AWARD — Required from Apparent Low Bidder		
Appendix C	Certification Regarding Government-Wide Restriction on Lobbying (Anti-Lobbying)	Prior to Contract Award — Apparent Low Bidder

Appendix	Document	Required By
	<i>Note: MoDOT Bid Express electronic certification satisfies Step 1 at bid submission. Appendix C is required separately as the CDBG audit trail document and cannot be waived on the basis of the Bid Express certification.</i>	
Appendix D	Contractor/Subcontractor Eligibility Form (Debarment Check) <i>Required for prime contractor and all proposed subcontractors regardless of dollar value.</i>	Prior to Contract Award — Apparent Low Bidder; Prime + All Proposed Subs
Appendix E	Section 3 Intent to Comply Certification	Prior to Contract Award — Apparent Low Bidder
Appendix F	Certificate of Contemplated Minority, Women, and Section 3 Hires and Business Utilization	Prior to Contract Award — Apparent Low Bidder
Appendix G	Certification of Bidder Regarding Equal Employment Opportunity	Prior to Contract Award — Apparent Low Bidder
Appendix H	Certification by Proposed Subcontractor Regarding Equal Employment Opportunity	Prior to Contract Award — All Proposed Subcontractors
Appendix I	Work Authorization / E-Verify Affidavit (\$285.530 RS Mo)	Prior to Contract Award — Apparent Low Bidder + All Proposed Subs
Appendix N	Quarry or Borrow Site Declaration	Prior to Contract Award – Apparent low bidder
DURING CONSTRUCTION		
Appendix J	WH-347 Certified Payroll Form (Rev. January 2025) (US Department of Labor) <i>Weekly submission required for each week in which covered work is performed.</i>	During Construction — Weekly; Prime responsible for all subs
Appendix K	Payroll Authorization Certificate <i>Required when payrolls are signed by someone other than an officer or owner of the firm.</i>	During Construction — With first payroll if applicable
BABA / Buy America Coordination (MoDOT–City)	Buy America / BABA domestic content certifications and any related waiver determinations are administered exclusively through the MoDOT engineer under MoDOT JSP Section F (Sec 106.9). No separate submission by the Contractor to the City of Boonville is required. MoDOT provides the City of Boonville with copies of approved certifications and any waiver determinations directly, for the CDBG project file.	Reference — MoDOT/City Coordination (No Additional Contractor Submission Required)
CLOSEOUT		
Appendix M	CDBG Environmental Review Conditions of Approval <i>Prime contractor responsible for submitting documentation of compliance (permits, quarry declaration, correspondence on compliance)</i>	Documents provided throughout project life – completed by closeout
ADDITIONAL REQUIREMENTS AND GUIDANCE		

Appendix	Document	Required By
Appendix L	Section 3 Frequently Asked Questions (FAQ)	Reference Tool — During Construction (Non-Binding Guidance Only)

Failure to provide required documentation may result in rejection of bid, delay or denial of contract award, withholding of payment, suspension of CDBG reimbursement, or other remedies as permitted under the Contract and applicable CDBG program requirements. All submission deadlines are mandatory. Questions regarding required submissions should be directed to the City of Boonville's designated CDBG project representative.

CDBG QUESTIONS: All questions regarding CDBG compliance requirements during the bidding process shall be directed to Kate Fjell, City Administrator | kate.fjell@boonville-mo.org | 660-882-2332 | City of Boonville, Missouri | or contact Lincoln Brown, Boonville's CDBG Grant Administrator | lincolnbrown@midmorpc.org | 573-657-9779 | CDBG Project No. 2025-GI-01-ST.

MoDOT QUESTIONS: All questions regarding MoDOT bidding procedures shall be directed to Zach Osman, MoDOT Project Contact, zachary.osman@modot.mo.gov | 573-508-5062.

Appendix A

HUD-4010 Federal Labor Standards Provisions

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 and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its reprocurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40

U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

- C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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; and
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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
 - iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)-(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must 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 must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, 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. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S. Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D.** A contractor's assignee(s);
 - E.** A contractor's successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) 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.

Appendix B

Intentionally Omitted

Appendix C

Certification Regarding Lobbying

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

Appendix D

Contractor/Subcontractor Eligibility
(Debarment Check Form)



Missouri Department of
Economic Development

Request for Contractor/Subcontractor Eligibility

This form must accompany all procurement waivers and debar checks. All contracts and subcontracts paid for with CDBG/DR/MIT funds must report this information. Forms with incomplete information will be returned

1. Project Number:
Pre-selection:

Subrecipient:

2. City:

County:

State:

3. Prime Contractor

Subcontractor

4. Contractor/Subcontractor Registered Name :

Firms must be registered with the Missouri Secretary of State's Office and be in good standing.

5. Business Address:

6. Business FEIN number (Required):

7. MBE :

8.WBE:

9. DBE:

10.Section 3 Business:

11.Type of Trade Code:

12.Racial Ethnic Code:

1-New Construction

1-White American

2-Substantial Rehab.

2-Black American

3-Repair

3-Native American

4-Service

4-Hispanic American

5-Project Management

5-Asian/Pacific American

6-Professional

6-Hasidic Jew

7-Tenant Services

8-Education

9-Arch/Engineer

10-Other

13. Total Amount of Contract or Subcontract paid for by CDBG Funds :

14. Report Submitter:

15. Business Contact:

Phone Number:

Phone Number:

Email Address:

Email Address:

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the Information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.

Appendix E

Section 3 Intent to Comply

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 Boonville, MO.

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 75). 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 City/County of Boonville, MO on Section 3 efforts and accomplishments.

Name of Bidder Address

Print Name Title

Signature Date

As officers and representatives of _____
(Name of Bidder)

Appendix F

Contemplated MBE/WBE/Section 3
Utilization Certificate

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

The undersigned makes this certification 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 are receiving more than \$200,000 in HUD/CDBG funding are subject to Section 3 requirements. Section 3 requires, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that the State of Missouri, subrecipients, contractors and subcontractors ensure that employment and training opportunities arising in connect with Section 3 projects are provided to Section 3 workers within the metropolitan (or nonmetropolitan county) in which the project is located. Compliance with Section 3 can be established in two ways and reporting requirements reflect this.

Benchmarks

If a project meets certain benchmarks for employee labor hours, it will be considered in compliance, absent evidence to the contrary. As such, at the close of the project, the following information must be reported.

	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, the benchmark for Section 3 workers is currently 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 currently 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. These thresholds can change every three years.

For public housing financial assistance, the benchmark for Section 3 workers is currently 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 currently 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. These thresholds can change every three years.

If this reporting indicates the Section 3 benchmarks are not met for a project, additional reporting by the State of Missouri can establish compliance in an alternate manner. The alternate method is to adequately document the qualitative efforts undertaken by subrecipients and project contractors and subcontractors in an effort to achieve the Section 3 hiring benchmark levels.

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

- ☐ Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- ☐ Provide training or apprenticeship opportunities.
- ☐ Provide 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 connected Section 3 workers to services supporting work readiness and retention (e.g. work readiness activities, interview clothing, test fees, transportation, child care).

- ☐ 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 Section3 business concerns understand and bid on contracts.
- ☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business 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
- ☐ 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.

Certification

In Witness Thereof, the Bidder has executed his certificate this _____ day of _____, 20____.

Bidder Name _____

Federal ID _____ UEI # _____

Signature of Authorized Agent _____

Printed Name _____ Date _____

Appendix G

EEO Certification (Bidder)

**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

Appendix H

EEO Certification (Subcontractor)

**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

Appendix I

Work Authorization / E-Verify Affidavit

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 # _____

Appendix J

WH-347 Certified Payroll Form (2025)

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025

OMB No.: 1235-0008

Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS																
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST																		
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME			PROJECT NO. or CONTRACT NO.		PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME																																																																																																																																																																							
PROJECT LOCATION					WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE																																																																																																																																																																							
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																																																																																																																																																																														
☐	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																													
☐	All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																																																																																																																																																																													
☐	The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																																																																																																																																																																													
☐	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																																																																																																																																																																													
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☐	Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.																																																																																																																																																																													
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																																																																																																																																																																														

Appendix K

Payroll Authorization Certificate

Project Name_____

Date (mm/dd/yyyy)_____

Project No._____

Location_____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (subcontractor) for

_____ (specify "General Construction, Plumbing,

etc) in connection with construction of the above mentioned project and that (I) (we) have

appointed _____, whose

signature appears below, to supervise the payment of (my) (our) employee beginning (Date:

mm/dd/yy)_____; that he/she is in a position to

have full knowledge of the facts set forth in the payroll documents and in the statement of

compliance required by the so-called Kick Back Statute which he/she is to execute with (my)

(our) full authority and approval until such time as (I) (we) submit to the (Project Name)

_____ a new certificate appointing some other person for the purposed

hereinabove stated.

(Name of Appointee)

(Name of Owner/Officer)

Signature

Signature

Title

Title

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

NOTE: This certificate must be an authorized officer of a corporation or by member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

Appendix L

Section 3 FAQ (Non-Binding Guidance)

FAQs 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://ded.mo.gov/cdbg/program-documents/Section3>

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

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

The CDBG website contains a list of Section 3 registered businesses as of August 28, 2023, from the now inactive HUD Section 3 Opportunity Portal. HUD decommissioned the portal on August 30, 2023. We recommend that communities use this list as a starting point to build a list of Section 3 businesses. Here is a link to a ArcGIS mapping of the Business Registry: <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=a76b7b71fd4d4940b2ab3500ab3051d7>

Additionally, we recommend searching for subcontractors in the SBA Dynamic Small Business search (https://dsbs.sba.gov/search/dsp_dsbs.cfm), as 8(a) certified businesses have substantial overlap with Section 3 businesses.

Missouri Department of Transportation has a list of Disadvantaged Business Enterprises at:

<https://www6.modot.mo.gov/MRCC/Home/PublicSearch>

Other listings may be able to be used to supplement Section 3 business solicitations. Please contact CDBG if you want to qualify another listing to be used.

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:

(1) 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.

Appendix M

**CDBG Environmental
Conditions of Approval**

CDBG Environmental Review Conditions of Approval
[Boonville+ Boonville Route B & American Roundabout]
Project Number: JST0017C

Instructions: Include all conditions of approval in the contract documents. As conditions are addressed, please provide responses below and submit the completed form with any back up documentation prior to closeout.

Condition of Approval	Documentation	Comments	Complete (initial)
1. If the project scope changes, if artifacts or human remains are discovered during construction, the City of Boonville, CBDG (HUD), the Missouri Department of Natural Resources, State Historic Preservation Office and Native American Tribes with an interest in the area must be contacted and given a chance to comment.			☐ _____
2. A borrow or quarry site declaration should be included in the project bid packet to facilitate timely identification and consultation with MO SHPO and Tribes.			☐ _____
3. The project will comply with MoDOT's Stormwater and Pollution Prevention Plan, utilizing best management stormwater, erosion, and sediment control features.			☐ _____
4. If previously unknown underground storage tanks, stained soils, or contaminated groundwater are encountered during excavation, work must stop immediately, and the MO DNR Spill Line (573-634-2436) must be notified for further guidance.			☐ _____
5. The construction contract will provide for the closure of monitoring wells in the project area that are related to the Casey's General Store #3281 at 2450 Main Street underground storage tank remediation should this not be completed by the start of construction.			☐ _____

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6. A Missouri Dept. of Natural Resources Land Disturbance Permit is required prior to construction.			☐ _____
7. A traffic control plan is required to manage traffic safety during project construction.			☐ _____

Appendix N

Quarry or Borrow Site Declaration

Quarry or Borrow Site Declaration Form

If this project requires the use of any fill, backfill, or aggregate from a quarry or borrow site, please declare which sites you intend to use for project construction. For quarries with multiple local borrow sites, please specify which ones will be used. **This form is NOT intended for use in declaring all possible sites, but only to declare sites intended for use in the project.**

NOTE: If the contractor chooses to utilize a borrow site or quarry not declared on this form, the contractor must inform the City/County immediately. New or additional quarries and borrow sites must pass CDBG environmental review clearance prior to their use in construction.

Type of material needed: _____

Estimated amount of material: _____

Site

Quarry/Borrow Site Name (Company)

Address	City	State	Zip
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Phone Number

Site

Quarry/Borrow Site Name (Company)

Address	City	State	Zip
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Phone Number

Attach additional pages as needed.