

HUGH ROBINSON MEMORIAL AIRPORT

MoDOT Project No. 18-096A-1

Project Description Construct T-Hangar

ADDENDUM NO. 1

August 5, 2019

TO ALL PROSPECTIVE BIDDERS:

A. You are hereby notified of the following amendments to the Contract Documents/Specifications for the subject project.

1. Section 4, Supplementary Provisions. This section has been updated to remove Missouri Division of Labor Standards Annual Wage Order No. 25 and replace it with Missouri Division of Labor Standards Annual Wage Order No. 26.

Updated Section 4 is included with this addendum for reference.

2. Specifications

- a. Clarification: Section 03 3100 Structural Concrete, paragraph 2.5.A states 3,000 psi minimum unless noted otherwise on structural drawings.
- b. Refer to Section 08 1100 Metal Doors and Frames:
 - i. Paragraph 2.1.A.1, modify to read as follows: '1. Doors: 24 gage, stretcher leveled; free of scale, pitting or other surface defects. At exterior locations provide door face sheets with minimum 0.10 oz./sq. ft. zinc coating.'
 - ii. Paragraph 2.1.A.2, modify to read as follows: '2. Frames: 16 gage hot rolled, pickled and oiled, or cold rolled as specified above. At exterior locations provide frames with minimum 0.10 oz./sq. ft. zinc coating.'
- c. Refer to Section 13 3400 Standard Tee Hangar:
 - i. Paragraph 2.1, add the following manufacturer: 'Erect-A-Tube, Inc., 701 W. Park Street, Harvard, IL 60033-0100. www.erectatube.com'
 - ii. Paragraph 2.2.B clarification, clear door opening width is allowed to be reduced to 41'-6" & 47'-6" if using Erect-A-Tube.
 - iii. Paragraph 2.5.F clarification, jig-welded bifold door frames are acceptable.

3. Drawings

- a. Clarification: Sheet S0 Concrete Notes states footings shall be 3,000 psi with no entrained air, stem walls and slabs shall be 3,500 psi with no entrained air, and exterior paving shall be 4,000 psi with entrained air. The water to cement ration varies per mix.
- b. Sheet E1 will be reissued showing the new panel being fed from the existing via an existing 100 A 2P breaker. A new electrical service entrance is not required.
- c. Keyed Note #1 on A1 includes the interior door between the storage room and the hangar bay at the south end.

- B. A copy of the pre-bid meeting minutes and attendees list is included with this addendum.
- C. All bidders must acknowledge receipt of this addendum in the space provided on page PF-2 of the Proposal Form. **Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.**

Attached:

- 1. Annual Wage Order No. 26**
- 2. Drawing Sheet E1 Hangar Electrical Plans**
- 3. Prebid Meeting Minutes**
- 4. Prebid attendee list**

**SECTION 4
SUPPLEMENTARY PROVISIONS**

**PART A
FEDERAL AND STATE PROVISIONS**

1. TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (49 USC § 47123, FAA Order 1400.11)
2. GENERAL CIVIL RIGHTS PROVISIONS (49 USC § 47123)
3. ACCESS TO RECORDS AND REPORTS (2 CFR § 200.333; 2 CFR § 200.336; FAA Order 5100.38)
4. DISADVANTAGE BUSINESS ENTERPRISES (DBE) (49 CFR PART 26)
5. TERMINATION OF CONTRACT (2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)
6. CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR § 200 Appendix II(G))
7. DAVIS-BACON REQUIREMENTS (2 CFR § 200 Appendix II(D), 29 CFR PART 5)
8. EQUAL OPPORTUNITY CLAUSE (2 CFR § 200 Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)
9. ENERGY CONSERVATION REQUIREMENTS (2 CFR § 200 Appendix II(H))
10. PROHIBITION OF SEGREGATED FACILITIES (41 CFR § 60)
11. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)
12. VETERAN’S PREFERENCE (Title 49 U.S.C. 47112(c))
13. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION SAFETY TRAINING
14. COPELAND “ANTI-KICKBACK” ACT (2 CFR § 200 Appendix II (D), 29 CFR Parts 3 and 5)
15. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (29 U.S.C. § 201, *et seq.*)
16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (20 CFR Part 1910)
17. TEXTING WHEN DRIVING (Executive Order 13513, DOT Order 3902.10)
18. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322, 40 CFR Part 247)
19. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
20. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR § 200 Appendix II(E))
21. SEISMIC SAFETY (49 CFR Part 41)
22. CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014, DOT Order 4200.6)

1. **TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS** (49 USC § 47123, FAA Order 1400.11)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports. The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies, and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions. The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

2. GENERAL CIVIL RIGHTS PROVISIONS (49 USC § 47123)

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

3. ACCESS TO RECORDS AND REPORTS (2 CFR § 200.333; 2 CFR § 200.336; FAA Order 5100.38)

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

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)(49 CFR PART 26)

Where used in this provision, "Department of Transportation" or "DOT" refers to the United States Department of Transportation. "MoDOT" refers to the Missouri Department of Transportation and the Missouri Highways and Transportation Commission.

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.

Contract Assurance. MoDOT and the Sponsor will ensure that the following clause is placed in every USDOT assisted contract and subcontract:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible..”

(This assurance shall be included in each subcontract the prime contractor signs with a subcontractor.)

Federal Financial Assistance Agreement Assurance. MoDOT and the Sponsor agree to and incorporate the following assurance into the day to day operations and the administration of all USDOT assisted contracts; where "recipient" means MoDOT and any MoDOT grantee receiving USDOT assistance:

“MoDOT or the Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The recipient’s DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and for failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).”

MoDOT and the Sponsor ensure that all recipients of USDOT assisted contracts, funds, or grants incorporate, agree to and comply with the assurance statement.

Prompt Payment. MoDOT and the Sponsor require all contractors to pay all subcontractors and suppliers under this prime contract for satisfactory performance of its contract in compliance with the prompt payment statute, Mo. Revised Statutes, Chapter 34, Section 34.057 (included below). MoDOT and the Sponsor also require the prompt, as defined in Section 34.057, return of all retainage held on all subcontractors after the subcontractor’s work is satisfactorily completed, as MoDOT and Sponsor personnel may ultimately determine (if necessary). These prompt payment requirements apply to both DBE and non-DBE subcontractors.

All contractors and subcontractors must retain records of all payments, made or received, for 3 years from the date of final payment and must be available for inspection, upon request, by any authorized representative of MoDOT, the Sponsor or USDOT. MoDOT and the Sponsor will maintain records of actual payments to DBE firms for work committed to at the time of contract award.

MoDOT and the Sponsor will perform audits of contract payments to firms. The audits will review payments to subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation and that payment was made in compliance with Missouri Revised Statutes, Chapter 34, Section 34.057.

Missouri Revised Statutes

Chapter 34 State Purchasing and Printing Section 34.057

August 28, 2014

Public works contracts--prompt payment by public owner to contractor, engineer, architect, or surveyor-- prompt payment by contractor to subcontractor-- progress payments--retainage--late payment charges-- withholding of payments.

34.057. 1. Unless contrary to any federal funding requirements or unless funds from a state grant are not timely received by the contracting public municipality but notwithstanding any other law to the contrary, all public works contracts made and awarded by the appropriate officer, board or agency of the state or of a political subdivision of the state or of any district therein, including any municipality, county and any board referred to as the public owner, for construction, reconstruction or alteration of any public works project, shall provide for prompt payment by the public owner to the contractor, and any professional engineer, architect, landscape architect, or land surveyor, as well as prompt payment by the contractor to the subcontractor and material supplier in accordance with the following:

(1) A public owner shall make progress payments to the contractor and any professional engineer, architect, landscape architect or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects shall not exceed five percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond under section 107.170 because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the public owner may withhold retainage on the public works project in an amount not to exceed ten percent of the value of the contract or subcontract. The public owner shall pay the contractor the amount due, less a retainage, within thirty days following the latter of the following:

- (a) The date of delivery of materials or construction services purchased;
- (b) The date, as designated by the public owner, upon which the invoice is duly delivered to the person or place designated by the public owner; or
- (c) In those instances in which the contractor approves the public owner's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the public owner;

(2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties;

(3) If, in the discretion of the owner and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontractor can be released prior to substantial completion of the public works contract without risk to the public owner, the contractor shall request such adjustment in retainage, if any, from the public owner as necessary to enable the contractor to pay the subcontractor in full. The public owner may reduce or eliminate retainage on any contract payment if, in the public owner's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's duly authorized representatives shall be withheld until such item or items are completed;

(4) The public owner shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the public owner's authorized contract representative, or as may otherwise be provided by the contract specifications for state highway, road or bridge projects administered by the state highways and transportation commission. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the public owner or the owner's representative determines the work is not substantially completed and accepted, then the owner or the owner's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the public body, the public body shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed;

(5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges provided in this section. Except as provided in subsection 4 of this section, if the contractor has not been paid within thirty days as set forth in subdivision (1) of subsection 1 of this section, the contracting agency shall pay the contractor, in addition to the payment due him, interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid;

(6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials he is rejecting or because he has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the public owner or the owner's representative gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full;

(7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain;

(8) The public owner shall make final payment of all moneys owed to the contractor, including any retainage withheld under subdivision (4) of this subsection, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:

(a) Completion of the project and filing with the owner of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;

(b) The project is certified by the architect or engineer authorized to make such certification on behalf of the owner as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or

(c) The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

2. Nothing in this section shall prevent the contractor or subcontractor, at the time of application or certification to the public owner or contractor, from withholding such applications or certifications to the owner or contractor for payment to the subcontractor or material supplier. Amounts intended to be withheld shall not be included in such applications or certifications to the public owner or contractor. Reasons for withholding such applications or certifications shall include, but not be limited to, the following: unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with other material provisions of the contract; third-party claims filed or reasonable evidence that a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment and materials; damage to a contractor or another subcontractor or material supplier; reasonable evidence that the contract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention, not to exceed the initial percentage retained by the owner.

3. Should the contractor determine, after application or certification has been made and after payment has been received from the public owner, or after payment has been received by a contractor based upon the public owner's estimate of materials in place and work performed as provided by contract, that all or a portion of the moneys needs to be withheld from a specific subcontractor or material supplier for any of the reasons enumerated in this section, and such moneys are withheld from such subcontractor or material supplier, then such undistributed amounts shall be specifically identified in writing and deducted from the next application or certification made to the public owner or from the next estimate by the public owner of payment due the contractor, until a resolution of the matter has been achieved. Disputes shall be resolved in accordance with the terms of the contract documents. Upon such resolution the amounts withheld by the contractor from the subcontractor or material supplier shall be included in the next application or certification made to the public owner or the next estimate by the public owner and shall be paid promptly in accordance with the provisions of this section. This subsection shall also apply to applications or certifications made by subcontractors or material suppliers to the contractor and throughout the various tiers of the contracting chain.

4. The contracts which provide for payments to the contractor based upon the public owner's estimate of materials in place and work performed rather than applications or certifications submitted by the contractor, the public owner shall pay the contractor within thirty days following the date upon which the estimate is required by contract to be completed by the public owner, the amount due less a retainage not to exceed five percent. All such estimates by the public owner shall be paid promptly and shall be subject to late payment charges as provided in this subsection. After the thirtieth day following the date upon which the estimate is required by contract to be completed by the public owner, the contracting agency shall pay the contractor, in addition to the payment due him, interest at a rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

5. The public owner shall pay or cause to be paid to any professional engineer, architect, landscape architect, or land surveyor the amount due within thirty days following the receipt of an invoice prepared and submitted in accordance with the contract terms. In addition to the payment due, the contracting agency shall pay interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.

6. Nothing in this section shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

7. Nothing in this section shall be construed to require direct payment by a public owner to a subcontractor or supplier, except in the case of the default, as determined by a court, of the contractor on the contract with the public owner where no performance or payment bond is required or where the surety fails to execute its duties, as determined by a court.

8. Notwithstanding any other provisions in this section to the contrary, no late payment interest shall be due and owing for payments which are withheld in good faith for reasonable cause pursuant to subsections 2, 5 and 6 of this section. If it is determined by a court of competent jurisdiction that a payment which was withheld pursuant to subsections 2, 5 and 6 of this section was not withheld in good faith for reasonable cause, the court may impose interest at the rate of one and one-half percent per month calculated from the date of the invoice and may, in its discretion, award reasonable attorney fees to the prevailing party. In any civil action or part of a civil action brought pursuant to this section, if a court determines after a hearing for such purpose that the cause was initiated, or a defense was asserted, or a motion was filed, or any proceeding therein was done frivolously and in bad faith, the court shall require the party who initiated such cause, asserted such defense, filed such motion, or caused such proceeding to be had to pay the other party named in such action the amount of the costs attributable thereto and reasonable expenses incurred by such party, including reasonable attorney fees.

(L. 1990 S.B. 808 & 672 § 1, A.L. 2014 S.B. 529)

(2004) Act contemplates a contract between the parties to such a cause of action and provides for such action against a public owner only by the contractor, not a subcontractor or supplier. *Mays-Maune & Associates v. Werner Brothers*, 139 S.W.3d 201 (Mo.App. E.D.).

MoDOT DBE Program Regulations. The Sponsor, contractor and each subcontractor are bound by the MoDOT DBE Program regulations at Title 7 CSR, Division 10, Chapter 8.

5. TERMINATION OF CONTRACT (2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

(a) Termination for Convenience:

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (1) Contractor must immediately discontinue work as specified in the written notice.
- (2) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (3) Discontinue orders for materials and services except as directed by the written notice.
- (4) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
- (5) Complete performance of the work not terminated by the notice.
- (6) Take action as directed by the Owner to protect and preserve property and work related to this contract of which Owner will take possession.

Owner agrees to pay Contractor for:

- (1) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

- (2) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- (3) Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with subcontractors and suppliers; and
- (4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

(b) Termination for Default (Construction):

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due to default of the Contractor.

(c) Termination for Default (Equipment):

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

- (1) Fails to commence the Work under the Contract within the time specified in the Notice to Proceed;
- (2) Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- (3) Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- (4) Fails to comply with material provisions of the Contract;
- (5) Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
- (6) Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God; acts of the Owner; acts of another Contractor in the

performance of a contract with the Owner; and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience of the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

6. CLEAN AIR AND WATER POLLUTION CONTROL (2 CFR § 200 Appendix II(G))

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

7. DAVIS-BACON REQUIREMENTS (2 CFR § 200 Appendix II(D), 29 CFR PART 5)

1 Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided* that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

3 Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records that 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 that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;
 - (2) Each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

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

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

4 Apprentices and Trainees.

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

at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 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 shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 10.1 through 10.10 of this section 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

8. **EQUAL OPPORTUNITY CLAUSE** (2 CFR § 200 Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. ENERGY CONSERVATION REQUIREMENTS (2 CFR § 200 Appendix II(H))

The Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

10. PROHIBITION OF SEGREGATED FACILITIES (41 CFR § 60)

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

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

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

11. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)

1. As used in these specifications:

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

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

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

d. "Minority" includes:

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

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

(3) 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

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

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

3. If the contractor is participating (pursuant to 41 CFR Part 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 shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 11.7a through 11.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a 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 work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 11.7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (11.7a through 11.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 11.7a through 11.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 11.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

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

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

12. VETERAN'S PREFERENCE (Title 49 U.S.C. 47112(c))

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

13. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CONSTRUCTION SAFETY TRAINING

The Contractor and its subcontractors (if any subcontractors are retained) shall comply with all applicable provisions of section 292.675, Revised Statutes of Missouri, which statute is incorporated herein by reference and is made a part of this contract. Section 292.675 states that any person signing a contract to work on the construction of public works for any public body shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program and hold documentation of such prior completion. All employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on such construction project. Any employee found on a worksite subject to section 292.675's requirements without documentation of the successful completion of this course shall have twenty (20) days to produce such documentation before being subject to removal from the project.

The Contractor shall forfeit as penalty to the public body on whose behalf the contract is made or awarded two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed by the contractor or subcontractor without the required training. These penalties shall not begin to accrue until the sixty (60) day and twenty (20) day time periods described above have elapsed. The public body awarding the contract shall withhold and retain therefrom all sums and amounts due and owing as a result of any violation of section 292.675 when making payments to the Contractor under the contract. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the Contractor resulting from the subcontractor's failure to comply with the terms of section 292.675.

14. COPELAND "ANTI-KICKBACK" ACT (2 CFR § 200 Appendix II(D), 29 CFR Parts 3 and 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145), as supplemented by Department of Labor regulation 29 CFR Part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation

to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

15. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (29 U.S.C. § 201, *et seq.*)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor-Wage and Hour Division.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (20 CFR Part 1910)

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

17. TEXTING WHEN DRIVING (Executive Order 13513, DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of its initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

18. PROCUREMENT OF RECOVERED MATERIALS (2 CFR § 200.322, 40 CFR Part 247)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- (a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- (b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- (a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- (b) Fails to meet reasonable contract performance requirements; or
- (c) Is only available at an unreasonable price.

19. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The Owner will provide the Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. The Owner reserves the right to withhold payments to the Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. The Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

20. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (2 CFR § 200, Appendix II(E))

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, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

21. SEISMIC SAFETY (49 CFR Part 41)

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

22. CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014, DOT Order 4200.6)

The bidder must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The bidder agrees that, if awarded a contract resulted from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- (1) The bidder represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) The bidder represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note: If a bidder responds in the affirmative to either of the above representations, the bidder is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The bidder therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify MoDOT and/or the FAA, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions:

Felony Conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

PART B DBE ADMINISTRATION

1. **Eligibility of DBE's:** Only those firms currently certified as DBEs by the Missouri Department of Transportation (MoDOT), City of St. Louis, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms are available on MoDOT's Office of External Civil Rights webpage at the following address:

http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

2. **Counting DBE Participation Towards DBE Goals:** DBE participation toward attainment of the goal will be computed on the basis of the subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being sublet, as documented in the Proposal Form. Credit will only be given for use of DBEs that are certified or accepted according to this specification. DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

- a. **Commercially Useful Function:** The Sponsor shall count toward the DBE goal only those expenditures to DBEs that perform a commercially useful function in the work of the contract. A DBE performs a commercially useful function when it is responsible for execution of a distinct element of work by actually performing, managing, and supervising that work. To determine if a DBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors will be evaluated. If consistent with industry practices, a DBE shall enter into a subcontract or other contractual written agreement. A DBE Contractor may subcontract a portion of the work up to the amount allowed under standard subcontracting contract provisions of normal industry practices. A DBE is presumed not to be performing a commercially useful function if the DBE is performing outside these guidelines.
- b. **Materials and Supplies:** The Sponsor shall count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers and manufacturers as described below. The DBEs must assume the actual and contractual responsibility for the provision of the materials and supplies:
 - (1) The entire expenditure to a DBE manufacturer will be counted toward the DBE goal. A manufacturer must operate or maintain a factory or establishment that produces on the premises the materials or supplies that are obtained by the contractor.
 - (2) Sixty percent of expenditures to a DBE regular dealer will be counted toward the DBE goal. A regular dealer must perform a commercially useful function in the supply process, including buying the materials or supplies, maintaining an inventory, and regularly selling materials to the public. Bulk items such as steel, cement, gravel, stone, and petroleum products need not be kept in stock, but the dealer must own or operate distribution equipment.
 - (3) No credit will be given toward the DBE goal if the prime contractor makes a direct payment to a non-DBE material supplier. However, it will be permissible for a material supplier to invoice the prime contractor and the DBE jointly and be paid by the prime contractor making remittance to the DBE firm and material supplier jointly.
 - (4) No credit toward the DBE goal will be given for the cost of materials or equipment used in a DBE firm's work when those costs are paid by a deduction from the prime contractor's payment(s) to the DBE firm.
- c. **Work Classifications:** DBE credit will count toward the contractual goal only for work actually performed by the DBE firm and within the Standard Industry Classification (SIC) code approved for that firm. The credit will be counted in the following manner:

- (1) **Manufacturer:** Credit is given for 100 percent of the value paid for materials furnished which become a permanent part of the project. A manufacturer is a firm that owns and operates the facilities to produce a product required by the project and purchased by the contractor.
- (2) **Supplier:** Credit is given for 60 percent of the value paid for materials furnished which becomes a permanent part of the project. A supplier sells goods to the general public and maintains an inventory at an owned or leased warehouse or store. Bulk items such as steel, petroleum products, or rock do not have to be maintained in an on-site inventory. Credit will not be given for the cost of the materials and separate credit for the hauling of those same materials. Transportation of the materials is deemed part of the total cost.
- (3) **Broker:** Credit is given for 100 percent of the **fees** or **commission** received by the DBE firm for materials purchased, services provided, or equipment secured and resold to the contractor. Fees or commissions are defined as the difference between what the DBE firm paid for the materials purchased, services provided, or equipment secured and the price paid by the contractor to the DBE firm for those items. A broker does not manufacture or supply on a regular basis.
- (4) **Trucker:** Credit is given for 100 percent of the amount paid to the DBE trucker if that trucking is performed by the DBE, with employees of the DBE, using equipment owned or long-term leased by the DBE. However, if the DBE firm uses leased trucks, at least one truck owned by the firm **must** be used on the project.

Full credit will not be given for leased trucks unless they are leased on a long-term basis from another DBE firm, DBE owner operators, or a recognized commercial leasing operation. Firms licensed by the Missouri Public Service Commission as leasing agents qualify as a recognized leasing operation. Lease of trucks from the prime contractor will not be credited toward the DBE goal, other than possibly the portion constituting broker fees and commissions. This type of relationship will be subject to strict scrutiny.

All trucks used must be labeled clearly and visibly with a sign indicating the firm owning or leasing the vehicle. MoDOT will require submittal of a truck roster report, including ownership and vehicle identification information, on a regular basis. MoDOT project office or other designated personnel will review the rosters for verification and will monitor the trucks operating on the project. MoDOT will conduct random verification and report any irregularities to the External Civil Rights Unit for review.

In order for the use of a DBE trucker to be credited for the delivered price of materials supplies, the trucker must be certified as a supplier or manufacturer of the material, responsible for the quality standards of the material, negotiating the material price, payment, and select the source.

- (a) **Owner-Operator Trucking:** The Sponsor shall count toward the DBE goal, the entire delivery fee paid to DBE owner-operators performing trucking for the contractor, if they appear on the contractor's payroll and separate records are furnished to the Sponsor documenting the expenditures. The records shall include for each owner-operator: their social security number; driver's license number; vehicle registration number; current vehicle license number; truck number; and a complete record of the contract fees paid to them.

If the DBE firm uses owner-operators to supplement their owned trucks, the DBE must be responsible for management and supervision of the entire trucking operation. The trucking arrangement or contract **cannot** be a contrived arrangement to meet the DBE goal. The DBE will be considered a broker, and only fees or commissions received will count toward the goal, if the DBE is not in full control, or does not have employees or trucks on the project.

- d. **Joint Venture:** When a joint venture contract is involved, the Sponsor shall count towards the DBE goal that portion of the contract total dollar value equal to the percentage of ownership and control of each DBE firm within the joint venture. Such crediting is subject to the sponsor's acceptance of the joint

venture agreement. The Bidder must furnish the joint venture agreement with the DBE Participation Form. The joint venture agreement must include a detailed breakdown of the following:

- (1) Contract responsibility of the DBE for specific contract items of work,
- (2) Capital participation by the DBE,
- (3) Specific equipment to be provided by the DBE,
- (4) Specific responsibilities of the DBE regarding control of the joint venture,
- (5) Specific workers and skills to be provided by the DBE, and
- (6) Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

The joint venture must be certified in writing by MoDOT.

3. **Award Documentation and Procedure:** All Bidders shall certify in the Proposal Form their intent to meet or exceed the established goal or to demonstrate good faith efforts to meet the goal. Failure to make such certification or failure to demonstrate good faith efforts will render a bid non-responsive and will not be considered.

- a. **DBE Participation Information:** All Bidders must complete the required DBE participation information in the Proposal Form, when a DBE goal has been established for the project. The information shall demonstrate the contractor's intended participation by certified DBE's. The information furnished shall consist of:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation (signed contract proposal) of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) If the contract goal is not met, evidence of good faith efforts (see paragraph c below).

(Note: After award of the contract, the MoDOT External Civil Rights Office will contact by mail each DBE firm participating in the contract, requesting written confirmation from the DBE that it is participating in the contract as provided in the Proposal Form.)

- b. **Sponsor Evaluation:** In selecting the lowest responsible bidder, the Sponsor and MoDOT will evaluate the DBE information provided with the bid. The Sponsor and MoDOT may request additional DBE information. Prior to awarding the contract, the Sponsor will verify verbally and/or in writing that the information submitted by the apparent successful bidder is accurate and complete.

- c. **Good Faith Efforts:** If the bidder is unable to meet the DBE goal, the bidder must submit in and as part of its bid, written documentation and evidence of good faith efforts taken to meet the goal. Good faith efforts conducted after the bid opening will not be considered adequate to fulfill these bid requirements. Good faith efforts may include but are not limited to:

- (1) Efforts to select portions of the work for performance by DBEs, in order to increase the likelihood of achieving the DBE goal. This can include, but is not limited to, breaking down contracts into economically feasible units to facilitate DBE participation. Selection of portions of work shall be at least equal to the DBE goal.
- (2) Written notification to individual DBEs likely to participate in the contract sent at least 7 calendar days prior to the bid opening. The notification shall list specific items or types of work and shall be sent to a reasonable number of DBEs qualified to participate in the contract.
- (3) Efforts to negotiate with DBEs for specific items of work including:
 - (a) Names, addresses, and telephone numbers of DBEs who were contacted, the dates of initial contact and information on further contacts made to determine with certainty if the DBEs were interested. Personal or phone contacts are expected;
 - (b) Description of the information provided to the DBEs regarding the plans, specifications and estimated quantities for portions of the work to be performed;

- (c) Individual statements as to why agreements with DBEs were not reached; and
 - (d) Information on each DBE contacted but rejected and the reasons for the rejection.
- (4) Efforts to assist the DBE's that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
 - (5) Documentation that qualified DBEs are not available or not interested.
 - (6) Advertisements in general circulation media, trade association publications and disadvantaged-focused media concerning subcontracting opportunities.
 - (7) Efforts to use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of DBEs.

The demonstration of good faith efforts by the contractor must prove the contractor actively and aggressively sought out DBEs to participate in the project. The following actions would not be considered acceptable reasons for failure to meet the DBE goal and would not constitute a good faith effort:

- (1) The DBE was unable to provide adequate performance and/or payment bonds.
- (2) A reasonable DBE bid was rejected based on price.
- (3) The DBE would not agree to perform the subcontract work at the prime contractor's unit bid price.
- (4) Union versus non-union status of the DBE firm.
- (5) The prime contractor would normally perform all or most of the work included in this contract.
- (6) The prime contractor solicited DBE participation by mail only.

Should MoDOT and the city determine that the bidder's submitted documentation on good faith efforts are inadequate, the bidder must make a written request for administrative reconsideration within 2 working days of the notification on lack of good faith efforts. That notice may be faxed or emailed to:

Lester Woods, Jr.
External Civil Rights Director
P. O. Box 270
Jefferson City, Missouri 65102
Telephone: (573) 751-2859
Fax: (573) 526-0558
E-Mail: Lester.WoodsJr@modot.mo.gov

The Administrative Reconsideration Committee will include 3 individuals MoDOT deems appropriate and the members will be familiar with the DBE program, bidding, construction, and/or contracting matters. The External Civil Rights Unit will process the request, including providing documentation of the determination, and notify the Administrative Reconsideration Committee of the request for review; however, neither the administrator, nor any member of MoDOT that had a part in the initial determination will be a part of the reconsideration determination.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so to the committee. The bidder may choose to meet in person with the Administrative Reconsideration Committee to discuss the finding. MoDOT and the city will notify the bidder, in writing of the decision on reconsideration, explaining the basis for finding that the bidder did or did not make adequate good faith efforts to meet the goal. The result of the reconsideration process is not administratively appealable to the USDOT.

- 4. **Post Award Compliance:** If the contract is awarded on less than full DBE goal participation, the contractor is not relieved of the responsibility to make a determined effort to meet the full goal amount during the life of the contract. In such a case, the contractor shall continue good faith efforts throughout the life of the contract to increase the DBE participation to meet the contract goal.

If a DBE is unwilling or unable to perform the work specified, the contractor shall request from the Sponsor and MoDOT, relief from the obligation to use that DBE. Efforts will be made by the contractor to acquire from the DBE a letter which states the reason the DBE is unwilling or unable to complete its obligations under the project. If this results in a DBE contract shortfall, the contractor shall immediately take steps to obtain another certified DBE to perform an equal dollar value of allowable credit. If a new DBE cannot be found, the contractor shall submit evidence of good faith efforts within 15 calendar days of the request for relief. The contractor shall submit the new DBE's name, address, work items and the dollar amount of each item. The sponsor and MoDOT shall approve the new DBE before the DBE starts work.

If the contractor fails to conform to the approved DBE participation or if it becomes evident that the remaining work will not meet the approved participation, then the contractor shall submit evidence showing either how the contractor intends to meet the DBE participation, or what circumstances have changed affecting the DBE participation. If the sponsor is not satisfied with the evidence, then liquidated damages may be assessed for the difference between the approved and actual DBE participation.

5. **Records and Reports:** The contractor and all of its subcontractors shall keep records as necessary to determine compliance with the DBE obligations. The records shall include but are not limited to:
- a. **Record of DBE Participation:** The names of disadvantaged and non-disadvantaged subcontractors, regular dealers, manufacturers, consultant and service agencies; the type of work or materials or services performed on or incorporated in the project; and the actual value of such work.
 - b. **Efforts to Utilize DBE Firms:** Documentation of all efforts made to seek out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project. All correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs should be documented.
 - c. **Final DBE Certification:** Upon completion of the individual DBE firm's work, the prime contractor shall submit a certification letter attesting to the actual work performed by the DBE firm and the amount paid the DBE firm. This certification letter shall be signed by both the prime contractor and the DBE firm. A sample certification letter is available on the MoDOT Aviation website.

PART C LOCAL PROVISIONS

GENERAL DESCRIPTION. These Supplementary Provisions with the accompanying Plans, Specifications and related documents as hereinafter listed cover the requirements of the Owner for construction of various improvements to the **Hugh Robinson Memorial Airport**. The airport is located **approximately 5 mile south of Neosho, Missouri Highway 59**. The work consists of

Construct T-Hangar

CONTRACT SPECIFICATIONS. The Specifications which are bound herewith and which shall govern the materials furnished and the work to be performed in construction of the work under the Contract based thereon, are identified and indexed in the Table of Contents at the beginning of this volume of the Contract Documents.

COPIES OF PLANS AND SPECIFICATIONS. The Contractor will be furnished without cost to him **five (5)** copies of all Specifications and **five (5)** sets of all Plans, together with any and all addenda thereto. The Contractor shall keep one copy of all such Specifications and Plans constantly accessible on the work.

LIQUIDATED DAMAGES. Should the Contractor fail to complete the work within the required number of calendar days, or within such extra time as may have been allowed by extension, the Owner will deduct from any monies due or coming due the Contractor, the amount indicated in the Proposal for each calendar day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor for reasons of inconvenience to the public, added cost of engineering, administration, supervision, inspection and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

DEFENSE OF SUITS. In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, or decrees whatever arising out of such action or suit that may be brought as aforesaid.

INSURANCE. The Contractor shall secure, and maintain throughout the duration of this Contract, insurance of such types and in such amounts as may be necessary to protect himself against all hazards or risks of loss as hereinafter designated and specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but, regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain such coverage shall not relieve him of any contractual responsibility or obligation.

a. If a part of the Contract work is to be sublet, the Contractor shall:

- (1) Cover any and all subcontractors in his insurance policies, or
- (2) Require each subcontractor not so covered to secure insurance which will protect said subcontractor against all applicable hazards or risks of loss designated herein.

b. Satisfactory certificates of insurance shall be filed *by the Contractor and all Subcontractors* with the Owner prior to starting any construction work for or in connection with this Contract. Said certificates shall state that ten (10) day's written notice will be given the Owner before any policy covered thereby is changed or canceled.

c. Workmen's Compensation and Employers' Liability Insurance. This insurance shall protect the Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in work performed under this Contract. It shall also protect the Contractor against claims for injury to, disease or death of workmen

engaged in work under this Contract which, for any reason, may not fall within the provisions of the Workmen's Compensation Act.

Workmen's Compensation	Statutory
Employers' Liability	\$100,000 (each accident)
	\$500,000 (disease-policy limit)
	\$100,000 (disease-each employee)

d. Comprehensive General Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractor, in connection with the operation or performance of the work for and in connection with this Contract. In addition, this general liability insurance policy shall specifically insure the contractual liability of the Contractor assumed under the foregoing Paragraph, "Defense of Suits".

The property damage liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

Liability limits for general liability insurance coverage under this policy shall be not less than the following:

Bodily Injury	\$500,000 (personal & advertising injury)
	\$500,000 (each occurrence)
	\$5,000 (medical expense, any one person)
Property Damage	\$500,000 (products-comp/ops aggregate)
	\$500,000 (general aggregate)
	\$50,000 (fire damage)

e. Comprehensive Automobile Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims for injuries to members of the public and damage to property of others arising from the use of automobiles and trucks in connection with the performance of work under this Contract, and shall cover the operation on or off the site of the work of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired by the Contractor. The policy shall include an "all states" endorsement.

Liability limits for automobile liability insurance coverage under this policy shall be not less than the following:

Combined Single Limit	\$500,000 each person
-----------------------	-----------------------

EXTENSION OF CONTRACT TIME. The Contractor is requested to bring to the attention of the Engineer, by letter, during the progress of the work, the occurrence of events which the Contractor considers may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not hypothetical days of delay will be considered. The owner shall have authority to grant additional extensions of time as they may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the Contractor on any estimate until such a program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written

schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up, and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the Contractor after such request is made until a modified program has been provided by the Contractor and approved by the Engineer. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contract.

Should the Contractor fail to complete the work on the required calendar date as stipulated in the Proposal or within such extra time as may have been allowed by extension, the Engineer will deduct from any monies due or coming due the Contractor, the amount stipulated in the Proposal of said extension of same that the work shall remain uncompleted. This sum shall be considered and treated not as penalty but as fixed, agreed and liquidated damages due to the Owner from the Contractor by reason of interference with business, convenience to the public, added cost of engineering, administration, supervision and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the Surety to complete the Contract shall the owner forfeit the right to recover liquidated damages from the Contractor or his Surety for failure to complete the Contract within the specified time.

DUST CONTROL. Adequate precaution should be taken to insure that excessive dust does not become airborne during construction. No separate payment will be made for performing dust control or for the water used for this purpose, but the cost of these items shall be subsidiary to other items in the Contract.

CONTRACTOR'S RESPONSIBILITY. The Engineer's project representative shall not have responsibility for the construction site conditions, including safety, operations, equipment, or personnel other than employees of the Engineer. The Contractor is responsible to construct the project in conformance with the Plans and Specifications. The Contractor has the responsibility for safety, safety precautions and safety programs on the site. He has the responsibility and duty to provide a safe working environment for his employees or employees of others over whom he has supervision, direction and control as well as providing a safe environment for those who are required or are permitted to have access to the site including but not exclusive to engineer and owner personnel.

PART D
FEDERAL AND STATE WAGE RATES

"General Decision Number: MO20190049 07/05/2019

Superseded General Decision Number: MO20180049

State: Missouri

Construction Type: Building

County: Newton County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	03/08/2019
3	05/10/2019
4	05/31/2019
5	07/05/2019

ASBE0063-002 11/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.22	12.00

BOIL0083-005 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 36.56	28.11

BRMO0015-014 04/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 28.92	18.18

BRMO0015-017 06/01/2018

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

TILE SETTER.....	\$ 22.46	13.18
------------------	----------	-------

* CARP0311-006 05/01/2019

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging & Metal Stud Installation).....	\$ 25.97	17.32

ELEC0095-004 06/01/2017

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring for Alarms & Phones).....	\$ 26.79	13.86

ENGI0101-024 04/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bobcat/Skid Loader.....	\$ 23.89	12.64
Crane.....	\$ 26.34	12.64
Forklift.....	\$ 24.60	12.64
Grader/Blade.....	\$ 26.34	12.64
Loader.....	\$ 24.60	12.64
Paver.....	\$ 26.34	12.64
Roller.....	\$ 23.89	12.64

IRON0584-001 06/01/2018

BARRY COUNTY

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

IRONWORKER (REINFORCING AND
STRUCTURAL)\$ 25.00 15.25

LABO0319-001 05/01/2019

	Rates	Fringes
LABORER		
Brick & Cement/Concrete		
Mason Tender.....	\$ 22.44	12.63
Common or General; Asphalt		
Shoveler; Pipelayer.....	\$ 22.44	12.63

PLAS0518-022 03/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.30	11.61

PLUM0178-001 11/01/2018

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation		
Projects \$750,000 & under...	\$ 27.93	15.35
Projects over \$750,000.....	\$ 30.90	15.35

PLUMBER, Excludes HVAC Pipe		
Installation		
Projects \$750,000 & under...	\$ 27.93	15.35
Projects over \$750,000.....	\$ 30.10	15.12

ROOF0020-003 04/01/2018

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

ROOFER.....	\$ 24.07	11.81
-------------	----------	-------

SHEE0036-003 07/01/2017

	Rates	Fringes
SHEET METAL WORKER, Includes		
HVAC Duct and Unit		
Installation.....	\$ 29.17	13.83

SUMO2010-048 06/14/2010

	Rates	Fringes
GLAZIER.....	\$ 20.23	0.42
OPERATOR: Backhoe/Excavator.....	\$ 20.16	11.36
OPERATOR: Hoist.....	\$ 26.02	13.01
PAINTER: Brush and Roller.....	\$ 15.34	0.00
PAINTER: Spray.....	\$ 17.78	0.00
XINSTALLER - OVERHEAD DOOR.....	\$ 26.07	4.62

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISION"



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 073
NEWTON COUNTY

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

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$18.86
Boilermaker		\$23.11*
Bricklayer		\$23.11*
Carpenter		\$37.33
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$23.11*
Plasterer		
Communications Technician		\$23.11*
Electrician (Inside Wireman)		\$42.28
Electrician Outside Lineman		\$23.11*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$23.11*
Glazier		\$23.11*
Ironworker		\$23.11*
Laborer		\$32.80
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$23.11*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$30.25
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$35.17
Plumber		\$23.11*
Pipe Fitter		
Roofer		\$23.11*
Sheet Metal Worker		\$23.11*
Sprinkler Fitter		\$23.11*
Truck Driver		\$23.11*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
NEWTON County

Section 073

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$23.11*
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$23.11*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$39.11
General Laborer		
Skilled Laborer		
Operating Engineer		\$45.34
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$23.11*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

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

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

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

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

MEP GENERAL NOTES

- A. ALL WORK SHALL COMPLY WITH THE N.E.C. AND ALL LOCAL, STATE AND NATIONAL CODES.

B. THE CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE WORK OF ALL TRADES ON THE PROJECT.

C. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO BIDDING.

D. ALL DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENTS OR GEOMETRIC RELATIONSHIPS OF EQUIPMENT AND SERVICES. THEY ARE NOT INTENDED TO SPECIFY OR SHOW EVERY OFFSET, FITTING OR COMPONENT. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. INFORMATION AND COMPONENTS SHOWN ON RISER DIAGRAMS OR DETAILS, BUT NOT SHOWN ON PLANS, AND VICE-VERSA, SHALL BE PROVIDED AS IF EXPRESSLY REQUIRED BY BOTH. THE CONTRACTOR SHALL SUBMIT A REQUEST FOR INFORMATION (RFI) IF INFORMATION CONFLICTS. DRAWINGS SPECIFIC TO THIS DISCIPLINE DO NOT LIMIT THE RESPONSIBILITY OF WORK REQUIRED BY CONTRACT DOCUMENTS. REFER TO ARCHITECTURAL, STRUCTURAL, ELECTRICAL AND OTHER DRAWINGS FOR COMPLETE INFORMATION.

E. THE DRAWINGS REFLECT A SYSTEM DESIGNED AROUND SPECIFIC REFERENCE PRODUCTS, THE SELECTION OF WHICH HAS IMPACTED THE DESIGNS OF OTHER TRADES (HVAC, ELECTRICAL, STRUCTURAL, ETC.). IF ALTERNATE MANUFACTURERS, FUEL SOURCES, SIZES, OR MODEL NUMBERS ARE SUBMITTED OR BID, IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO COORDINATE ALL DIFFERENCES PRIOR TO BID. NO EXTRAS WILL BE ALLOWED FOR CHANGES REQUIRED TO OTHER TRADES IF ALTERNATE EQUIPMENT IS BID OR INSTALLED AT THE CONTRACTORS OPTION.

F. EXCEPT WHERE MODIFIED BY SPECIFIC NOTATION TO THE CONTRARY, IT SHALL BE UNDERSTOOD THAT THE INDICATION AND/OR DESCRIPTION OF ANY ITEM, IN THE DRAWINGS OR SPECIFICATIONS OR BOTH, CARRIES WITH
- IT THE INSTRUCTION TO FURNISH AND INSTALL THE ITEM, REGARDLESS OF WHETHER OR NOT THIS INSTRUCTION IS EXPLICITLY STATED AS PART OF THE INDICATION OR DESCRIPTION.

G. LIGHT FIXTURES SHALL BE FURNISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR, UNLESS NOTED OTHERWISE, PROVIDE NEW LAMPS IN ALL FIXTURES AT THE END OF CONSTRUCTION PRIOR TO SUBSTANTIAL COMPLETION.

H. SINGLE PHASE BRANCH CIRCUITS SHALL NOT SHARE NEUTRALS.

I. ALL RACEWAYS SHALL BE CONCEALED WHERE POSSIBLE, WHERE CONDITIONS REQUIRE EXPOSED ROUTING, ROUTE CONDUITS IN A NEAT MANNER PARALLEL WITH THE BUILDING LINES AND AS HIGH AS POSSIBLE.

J. PROVIDE A GROUNDING CONDUCTOR IN ALL RACEWAYS, SIZED PER THE N.E.C.

K. PROVIDE A LINTEL AT ALL NEW OPENINGS (EXCEEDING 12" WIDE) IN NEW OR EXISTING WALLS, COORDINATE THE REQUIREMENTS WITH THE STRUCTURAL ENGINEER.

L. CLOSELY COORDINATE THE LOCATION OF INSTALLED EQUIPMENT TO ACHIEVE THE GREATEST ACCESSIBILITY FOR MAINTENANCE PURPOSES.

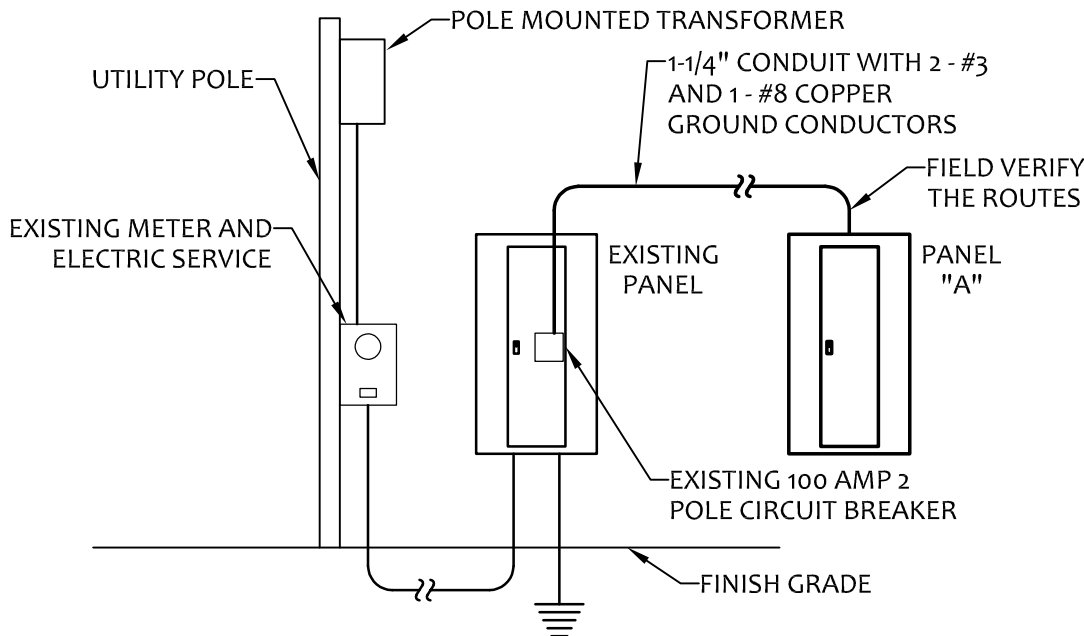
M. PATCH ALL WALLS, FLOORS, AND CEILINGS TO MATCH THE SURROUNDING SURFACE FOR ALL OPENINGS CREATED BY DEMOLITION WORK. REPLACE AND/OR PATCH TO MATCH THE EXISTING SURFACE ANY PIPE AND/OR DUCT INSULATION THAT SHALL REMAIN AND IS DAMAGED OR REMOVED DURING CONSTRUCTION.

LIGHT FIXTURE SCHEDULE

MARK	MANUFACTURER	MODEL	DESCRIPTION	FINISH	MOUNTING	LAMP	VOLTAGE	REMARKS
A	WILLIAMS	76-4-153/840-WG-7611-VBY-DRV-UNV	LED INDUSTRIAL STRIP WITH WIREGUARD	WHITE	SURFACE	5,300 LUMEN 36W, 4,000K	UNV	-
B	LITHONIA	TWH LED ALO 40K	WALL MOUNTED LED	SILVER	SURFACE	6,000 LUMEN 70W, 4,000K	120	-

GENERAL NOTES:

- A. COORDINATE AND VERIFY THE COLORS AND FINISHES OF ALL FIXTURES WITH THE ARCHITECT AND/OR OWNER.
- B. PROVIDE ALL NECESSARY FRAMING KITS FOR FIXTURES MOUNTED IN CEILINGS.
- C. PROVIDE ALL NECESSARY STEMS, ACCESSORIES, HARDWARE AND ASSOCIATED EQUIPMENT AND MATERIAL FOR A COMPLETE INSTALLATION.
- D. COORDINATE THE EXACT LOCATION, ELEVATIONS, AND DETAILS WITH THE SITE CONDITIONS AND THE ARCHITECTURAL PLANS PRIOR TO ROUGHING IN.



2 ELECTRICAL RISER DIAGRAM
NOT TO SCALE

UTILITY CONTACT INFORMATION

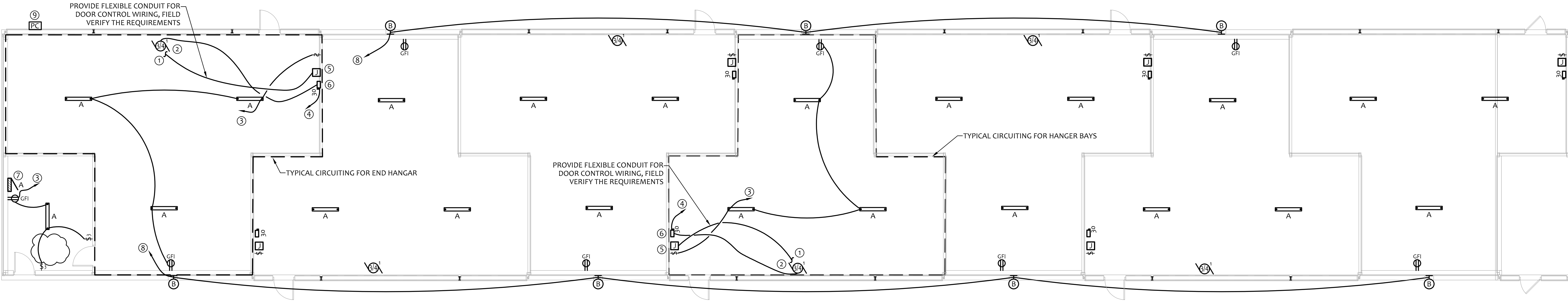
PIONEER ELECTRIC
CONTACT - Kelly.Chenoweth, Liberty Utilities
PHONE - 417.625.6177
EMAIL - Kelly.Chenoweth@libertyutilities.com

KEY NOTES

- 3/4" EMPTY CONDUIT WITH A PULL STRING FROM THE CONTROL JUNCTION BOX TO THE OVERHEAD DOOR OPERATOR, FIELD VERIFY THE ROUTE AND TERMINATION LOCATION WITH THE DOOR OPERATOR SUPPLIER.
- HANGAR DOOR OPERATOR: 240 VOLT, 3/4 HP, FIELD VERIFY THE LOCATION AND CONNECTION REQUIREMENTS.
- CIRCUIT TO A 20 AMP 1 POLE CIRCUIT BREAKER IN PANEL A WITH #12 CONDUCTORS.
- CIRCUIT TO A 30 AMP 2 POLE CIRCUIT BREAKER IN PANEL A WITH #10 CONDUCTORS.
- JUNCTION BOX AT THE SWITCH ELEVATION FOR THE DOOR OPERATOR PUSH BUTTON CONTROLLER, CONTROLLER PROVIDED BY THE DOOR OPERATOR.
- 30 AMP, NON-FUSED DISCONNECT FOR THE OVERHEAD DOOR OPERATOR.
- PANEL A, A SQUARE D, 120/240 VOLT, 1 PHASE, 3 WIRE, 100 AMP, MAIN CIRCUIT BREAKER PANEL WITH A NEMA 1 ENCLOSURE. PANELBOARD SHALL BE RATED FOR 12,000 AMPS INTERRUPTING CURRENT.
- CIRCUIT HOMERUN THROUGH PHOTOCELL PC, TO A 20 AMP 2 POLE CIRCUIT BREAKER IN PANEL A WITH #12 CONDUCTORS.
- PHOTOCELL PC, EQUAL TO INTERMATIC MODEL K4022 WITH A LIGHT SHIELD, MOUNTED AS HIGH AS POSSIBLE.

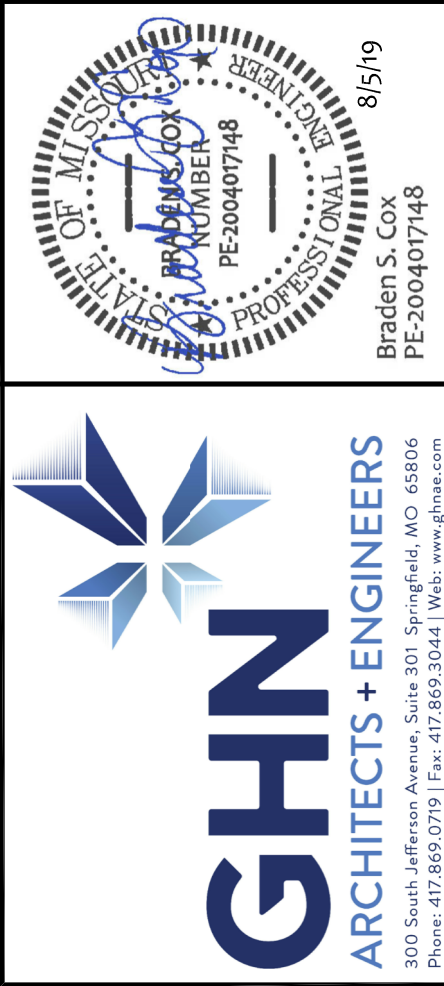
ELECTRICAL SYMBOLS LEGEND

- NOTE: ALL SYMBOLS MAY NOT APPEAR ON EVERY PLAN
- LAY-IN FLUORESCENT LIGHT FIXTURE
A=FIXTURE TYPE
a=SWITCH LABEL (IF USED)
- NL
LIGHT FIXTURE CIRCUITED FOR NIGHT LIGHT OPERATIONS
- EMERGENCY ILLUMINATION LIGHT FIXTURE (WALL MOUNTED)
- \$
SINGLE POLE SWITCH
- \$3
3-WAY SWITCH
- DUPLEX RECEPTACLE
- DUPLEX RECEPTACLE WITH GROUND FAULT PROTECTION
- JUNCTION BOX
- MOTOR CONNECTION (NO. DENOTES PHASE)
- NON-FUSED DISCONNECT SWITCH (RATING)
- TELEPHONE/DATA OUTLET
- PANELBOARDS
- CONDUIT/CIRCUIT HOMERUN



STANDARD "T" HANGAR PLAN

1/8" = 1' - 0"



CITY OF NEOSHO, MISSOURI

HUGH ROBINSON MEMORIAL AIRPORT

NEOSHO, MISSOURI

PROJECT NO.	000014603
DRAWN BY	DATE
-	07/17/2019
CHECKED BY	DATE
-	-
DESIGNED BY	DATE
-	-
REVISIONS	DATE

HANGAR
ELECTRICAL PLANS

E1

LOCHNER

16105 W. 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | F 816.945.5841

**Hugh Robinson Memorial Airport
City of Neosho, MO**

CONSTRUCT T-HANGAR

**MoDOT PROJECT NO. 18-096A-1
LOCHNER PROJECT NO. 14603**

PRE-BID MEETING AGENDA

Friday, August 2, 2019, 10:00 a.m.

I. Introduction of Attendees:

(Attendees list will be included with the minutes for reference)

II. Bidding Process:

A. Time and Location:

1. Proposals will be received until **10:00 A.M. (CDT), Friday, August 16, 2019** and then publicly opened at:

**City Hall
City Clerk Office
203 E. Main,
Neosho, MO 64850**

Bids received after this time will not be considered.

2. Bids may be held by the **City of Neosho** for a period not to exceed **Ninety (90)** calendar days from the date of the bid opening. **Award of contract is contingent upon the City receiving Federal funding assistance from the Federal Aviation Administration (FAA) and Missouri Department of Transportation (MoDOT).**
3. The intentions are to execute contracts after receiving concurrence in award from the FAA.
4. Envelopes containing bids must be sealed and addressed as shown on **Page 2-1** in the Instructions To Bidders of the Contract Documents/Specifications.

B. Contract Provisions:

1. Mandatory contract provisions are identified in Section 3 and Section 4 of the Contract Documents.
2. The EEO goals for this contract are on **Page 1-2**, **2.3%** minority participation and **6.9%** female participation in each trade.
3. The DBE goal for this project, as described on **Page 1-3**, is to subcontract **0.00%** of the dollar value of the prime contract to DBEs.

4. This contract is subject to the “Buy American Preferences” of the Aviation Safety and Capacity Act of 1990. Prospective Bidders are required to certify that steel and manufactured products have been produced in the United States per the certification included in the Proposal Section on Pages [PF-5 through PF-8](#).
5. The Contractor and all Subcontractors will be required to pay minimum wage rates as established by the United State Department of Labor and Missouri Division of Labor Standards. Minimum wage requirements are identified on the current wage rates included at the end of Section 4. If there is a discrepancy between the two published wage rates, the higher of the two will be used as the requirement.
6. Proposers shall provide a statement of qualifications with their proposal of past similar work, a financial statement, and a statement of plant and equipment proposed for use on the project. In lieu of the financial statement, Contractors may provide evidence that they are pre-qualified with MoDOT for similar work and are on the current MoDOT bidders list.
7. The Contractor and his/her Subcontractors will be required to provide certificates of insurance for at least the minimum amounts specified in Section 4: Supplementary Provisions, Part C: Local Provisions.
8. As part of your proposal, you are required to complete the Worker Eligibility Verification Affidavit on [Page PF-9](#). Note also that you are required to submit with your proposal a completed copy of the first page and a valid copy of the signature page of your E-Verify Memorandum of Understanding.
9. The Contractor is required to provide a 10-hour OSHA construction safety program for all employees who will be on-site at the Project as provided on [Page 4-20](#).
10. Prior to procurement and upon the successful bidder’s request, [the City of Neosho](#) will provide the successful bidder a state tax exempt certification.

C. Contract Proposal Forms:

1. Proposals must be submitted on the “OFFICAL BID FORM” provided by Drexel Technologies for the submittal of bid.
2. When completing the Proposal Form, the unit price needs to be written in numerical form in the column under the header “Unit Price” and the extension (quantity x unit price) needs to be written in numerical form. All bidders submitting proposals must acknowledge receipt of all addendums issued in the space provided in the Proposal on [Page PF-2](#). [Page PF-11, Signature of Bidder](#), needs to be completed and signed. If for some reason any of the pages of the Proposal Form are changed by addendum, replace the page that was revised in your submittal.
3. The bidder is not required to submit DBE information, as contained on the DBE form located on [Page PF-10](#) of the Proposal Form with their bid.
4. A Bid Bond guarantee will be required with each bid as a certified check or a bid bond in the amount of five (5) percent of the total amount of the bid, made payable to the [City of Neosho](#). Include the Bid Bond with your Proposal Form in the sealed envelope.
5. The successful bidder will be required to execute the Contract Agreement, the Performance Bond and the Payment Bond. The bonds will be in the amount of 100% of the contract price.

III. Project Description:

The project consists of:

- **Construct T-Hangar**

- A. The total contract period for construction is **ninety (90) calendar days for submittals, concrete mix design, material procurement and delivery from the date of the Notice-to-Proceed for procurement. Ninety (90) calendar days for all construction activities from the date of the Notice-to-Proceed for construction.**
- B. Liquidated damages are set at **\$1,500.00** per calendar day for the completion of all construction activity. Delays due to weather and other factors out of the control of the Contractor **that are above and beyond a typical season** may be requested in writing as a reason for contract period extension. The request should be made as soon as the Contractor is aware of an issue with the construction period. The Contractor shall also make every attempt to make up any lost days by working extended periods during the day and/or weekends.
- C. Lochner will provide Construction Observation throughout the project. The Contractor shall provide Quality Control Measures as outlined in the Contract Documents/Specifications, specifically Section 100 of the General Provisions.
- D. Contractor's access roads, haul roads, and staging areas are shown on **the Construction Safety and Phasing Plan (CSPP)**. The Contractor is responsible for restoring any access roads, haul roads, and staging areas to their original, pre-construction condition at no additional cost to the Owner.
- E. All bidders should carefully review the Construction Safety and Phasing Plan (CSPP) in the Appendix of the Project Manual. **Low Profile Barricades shall be placed as shown on Safety Plan Sheet C3, prior to the start of any work. The Contractor's Safety Plan Compliance Document (SPCD) will also be required prior to the start of construction.**
- F. The Contractor is responsible for creating and implementing a Stormwater Pollution Prevention Plan (SWPPP) contained in the Appendix of the Project Manual.
- G. Waste material resulting from this Project shall be disposed of off Airport property per **General Notes** of the Plans. **Excess earthwork shall be wasted on site as directed by the Engineer.**
- H. It is the Contractor's responsibility to locate existing utilities prior to construction by contacting Missouri One Call at 1-800-DIG-RITE. Any damage to existing utilities shall be repaired by the Contractor at no additional cost to the Owner.
- I. **Access to water may be achieved by way of fire hydrants. The Contractor may obtain a meter from the City. All costs shall be at the Contractor's expense. Contact the City for water rates.**
- J. **A contractor furnished Engineer's Field Office is not required.**

IV. Additional Notes:

- A. **During construction, the first pay estimate shall be processed when necessary. All subsequent pay estimates will only be processed once the prime contractor has submitted lien releases from their subcontractors.**

B. Potential addendum items include:

1. Meeting minutes from today's meeting
2. Replacement of Annual Wage Order No. 25 with Annual Wage Order No. 26

V. Optional Site Visit for Attendees.

City permit – Megan Scott with City of Neosho.

Concrete Approach shall be constructed at a pavement strength of 4,000 psi.

Buy American preference requirements should be thoroughly followed as outlined in the contract documents.

Clarification: Division 7 specification, Yes, roof, perimeter and underslab insulation are to be included.

HUGH ROBINSON MEMORIAL AIRPORT CITY OF NEOSHO, MISSOURI

CONSTRUCT T-HANGAR

MoDOT PROJECT NO. 18-096A-1
LOCHNER PROJECT NO. 14603

ATTENDEES LIST FOR PRE-BID MEETING Friday, August 2, 2019, 10:00 am

<u>NAME</u>	<u>REPRESENTING</u>	<u>PHONE</u>	<u>EMAIL</u>
Steve Harris	Lochner	405.418.5880	sharris@hwlochner.com
Casey Warlop	HCC	620-231-0992	hcc@hccgeneralcontractors.com
David Brewster	Soplin Industrial/Elec.	417-623-3425	DAVE@Soplinelectric.com
Darrell B. GoTH	MoDOT	573-526-7913	darrell.goTH@modot.mo.gov
CHUCK GRAVES	NEOSHO AIRPORT MANAGER	451-8078	AIRPORTMANAGER@NEOSHOMO.ORG
Rachel Holcomb	City of Neosho	451-8050	rholcomb@neoshomo.org
Tim Virgin	Dalton-Killinger	417-624-0651	bidfile@daltonkillinger.com
PATRICK ANDREWS	EOS - Airport Board	210-260-6752	pdandrews@zfh.net
DAVID FROHLING	GHN Architects/Engineers	417-869-0719	df@ghnac.com

NAMEREPRESENTINGPHONEEMAIL

Clint Dawson

Contech

918 519 6032

cdawson@contechinc.net

RYAN McMASTER

AMINO BROTHERS CO., INC.

O = 913. 334. 2330.
C = 913. 991. 0521

ryan@aminobros.com

Katy Cooper

Traffic Control
Camcor Environmental

417-529-0271

katecooper13@gmail.com

Sara Camerer

~~Excavating~~ MBE/WBE
Camcor Environmental

417-455-3861

Saracamerer04@yahoo.com

Jeff Wells

Wells Excavating LLC

417-214-0153

jjeffwells69@yahoo.com

Scott Lea

Branco

417-592-3893

estimating@branco.com

Parker Grant

Mid-Land Enterprises

417-782-7168

parker@mid-landenterprises.com

Gage Harmon

RE Smith Construction

417-366-9832

estimating@resmithconst.com

Carri Godfrey

Rich Kramer Const

417-865-5959

bids@richkramer.com