

**REQUEST FOR BIDS:
PRE-FABRICATED MODULAR HOMES AND
CONCRETE FOUNDATION INSTALLATION**

**ELEVATE BRANSON COMMUNITY VILLAGE
AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY
REVITALIZATION GRANT PROGRAM
PROJECT #SLFRP4542**

BID OPENING:

Monday, March 30, 2026 at 10:00 AM

**ELEVATE BRANSON CAMPUS
310 GRETNA RD. BRANSON, MO 65616**

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ADVERTISEMENT FOR BIDS
PRE-FABRICATED MODULAR HOMES AND INSTALLATION
Elevate Branson

Elevate Branson is seeking sealed competitive bids from qualified firms capable of furnishing and delivering, approximately 10 pre-fabricated modular homes and installing approximately 10 concrete foundations at the Elevate Branson Community Village, located at 340 Gretna Rd. Branson, MO 65616. The project is partially funded through the Missouri Department of Economic Development (DED) under the American Rescue Plan Act (ARPA) Community Revitalization Grant Program. The project will be broken into two separate bidding opportunities. Vendors and/or contractors are encouraged to submit bids and alternatives for one or all the services listed above. Visual or rendered examples of the requested construction services are desired but not required.

Bidding Summary

Please review Scope of Services in bid package for specific detailed descriptions.

Bid Item #1 –Modular Home Production & Delivery

Total Units: 10 (approximate)

Parameters: 390 sq ft, 26ft x 15ft

Bid Item #2 – Concrete Foundation Modular Home and Installation

Total Units: 10 (approximate)

Parameters: 26ft x 15ft concrete slab plus footings

Bids are due and shall be received by the Elevate Branson by **10:00 AM on March 30, 2026 at 310 Gretna Rd, Branson, MO 65616.** No faxed bids will be accepted. Bids received after the time and date specified will not be considered. Elevate Branson is not responsible for the U.S. mail or private carriers or messengers in regard to the mail being delivered by the specified time so that a bid can be considered. Bids must have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Submit your bid in a sealed envelope or similar package marked, "Bid for Elevate Branson ARPA Project" on the front of the envelope. The owner reserves the right to waive any informalities or to reject any or all bids.

For more details on the project scope, specifications, and other contract documents, please contact: Bryan Stallings at 417-294-1300 or bryan.stallings@elevatebranson.org

Bids will be opened, and respondents at 10:00 AM on March 30, 2026 at the Elevate Branson Campus, located at 310 Gretna Rd, Branson, MO 65616. The bid opening is open to the public.

Elevate Branson is an Equal Opportunity Employer and invites the submission of proposals from all qualified entities, including minority and women-owned firms.

GENERAL INFORMATION

PRE-FABRICATED MODULAR HOMES AND CONCRETE FOUNDATION INSTALLATION

Elevate Branson

1. BACKGROUND

In March 2023, Elevate Branson was selected by the Missouri Department of Economic Development (MoDED) to receive financial assistance through the American Rescue Plan Act (ARPA) Community Revitalization Program to aid in the development of the Elevate Community. The project aims to provide affordable, permanent, supporting housing solutions through a master-planned development of 390-400 square-foot homes. The ARPA funding provided by this project will support the pre-fabrication and delivery of approximately 10 modular homes as well as fund the installation of concrete foundations for the 10 homes.

2. SCOPE OF SERVICES

Bid Item #1 - Modular Home Production & Delivery

Pre-fabricated modular homes are expected to be 390 to 400 square feet in size, and shall be no larger than 400 square feet. The homes are expected to be 26 feet by 15 feet in size. **Plans for modular homes must be approved by the Missouri Public Service Commission.** Proposals should include the following: 1) Size; 2) Design Criteria; 3) HVAC & Electrical System Details; 4) Fire Sprinkler System; 5) Water Drainage and Supply Detail; 7) Floor Plan; 8) Cross Section; 9) Insulation Specifications; 10) Block Foundation Plan; 11) Floor Joist Design. As homes are assembled, the vendor should furnish delivery to the Elevate Community project location at 340 Gretna Rd. Branson, MO 65616. Vendor should deliver homes as soon as they are manufactured. Homes should be similar “or equal to” the designs provided in Exhibit A. This item is not subject to Davis Bacon Act and prevailing wage law requirements. Bid amount should include delivery costs and all other applicable fees.

Bid Item #2 – Concrete Foundation Modular Home and Installation

Concrete slabs and footings will be installed prior to the delivery of pre-fabricated modular homes. The foundation should be installed following the exact dimensions in Exhibit B, the EBTH Foundation Plan AS1.0. Construction labor for this item will be subject to Davis Bacon Act and prevailing wage law will apply. Please see Section 5 of this bid packet for state and federal wage determinations.

3. PROJECT LOCATION

The Elevate Community is located in the western-central side of Branson with project location coordinates of 36.64208 N, -93.28202 W and physical address of 340 Gretna Rd. Branson, MO 65616. The land in this area was previously disturbed and has been graded flat to accommodate development. Site preparation for the concrete foundations is complete and the foundations are ready to be placed upon issuance of the Notice to Proceed.

4. PRE-BID SITE VISIT

Site visits can be scheduled prior to bid opening to allow interested bidders to view site conditions. Site visits must be requested by contacting Bryan Stallings at 417-294-1300 or bryan.stallings@elevatebranson.org. If site visitors determine landscape adjustments will be needed for

concrete foundation installation, bids should reflect and detail the relative expenses. Applicable commentaries of the site visits will be added to the bid addendum as needed.

5. FEDERAL PREVAILING WAGES

The successful bidder for Item #2 (Concrete Foundation Installation), and any subcontractors that perform work on the project will be required to comply with Federal and State prevailing wage laws. This will require Federal and State wage determinations, certified copies of all employee payrolls that include time spent working on the ARPA funded project, and a signed statement of compliance indicating that the payrolls are complete and accurate and that each employee has been paid the prevailing wage rate for the work they performed in accordance with the applicable Federal or State Prevailing Wage Law. The higher of the Federal or State prevailing wage rate will apply. Prior to beginning any work on the project site, all contractors and their subcontractors must successfully pass a debarment check with the State of Missouri. The following wage orders are provided in full in Exhibit C.

Federal Wage Order: Building MO20260032 mod. 1 (1.30.26)

State Wage Order: AWO 32 Taney County

6. FINAL INSTALLATION INSPECTION

Upon completion of concrete foundation installation, a construction inspection will be required to ensure the resulting project is up to all applicable standards as laid out in this bid opportunity.

7. PAYMENT

Elevate Branson will receive invoices and pay applications directly from the selected vendor and/or contractor. Invoices will be submitted to MoDED for approval and reimbursement.

8. RECEIPT AND OPENING OF BIDS

Elevate Branson (herein called the "Owner"), invites bids on the form attached hereto; all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of Elevate Branson by 10:00 AM on [DATE] at the Elevate Branson Campus, located at 310 Gretna Rd, Branson, MO 65616. Bids received by this time and date will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Elevate Branson at 310 Gretna Road, Branson, MO 65616 and designated as bid for the "Elevate Branson ARPA Project".

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof. Any bid received after the time and date specified shall not be considered.

9. USE OF SUBCONTRACTORS OR SUBCONSULTANTS

If subcontractors, subconsultants, or third-party materials/equipment will be utilized, please list all expected sources and clearly define the expected services. Successful bidders shall obtain approval of Elevate Branson if any subcontractors employed by Contractor are to perform work and services under the terms and conditions of the Contract.

10. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or

investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. Unsuccessful bidders will be notified.

11. BID SECURITY

Each bid must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. Where bonds are required, the contractor(s) must obtain them from companies holding certificates of authority as acceptable sureties (31 CFR Part 223).

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by **August 1, 2026**. Bidder must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter.

12. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to **Bryan Stallings**, Elevate Branson CEO and Executive Director, at bryan.stallings@elevatebranson.org or 310 Gretna Rd. Branson, MO 65616 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so insured shall become part of the contract documents.

13. ADDITIONAL BONDING REQUIREMENTS: SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. Upon contract execution, the selected vendor/contractor shall furnish separate performance and payment bonds, each in the amount of 100 percent of the contract price, which are required by 2 CFR 200.326. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. **Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.**

14. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Special attention is called to the Terms and Conditions (Exhibit D) which will be required in the successful bidder's contract.

15. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in the numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. All alternates, both additive and deductive, must be taken in the numerical order in which they are listed in the Form of Bid.

16. TIMELINE AND EVALUATION

Elevate Branson will open all sealed bids at 10:00 AM on March 30, 2026 at the Elevate Branson Campus, located at 310 Gretna Rd. Branson, MO 65616. An evaluation of all received bids will be conducted by Elevate Branson. Bidding tabulations will be completed for all received bids. Elevate Branson will select the lowest, most responsive and responsible contractor. If the lowest bidder is deemed unresponsive, the next lowest, responsive, responsible bidder will be selected. The contract will be awarded on the selected bid only, whether a base or alternate bid is chosen. Missouri Department of Economic Development must approve selected bidders prior to contract agreement. Approved bidders will be subject to a debarment check.

17. FORMAT FOR PROPOSALS

Bidders are encouraged to be descriptive in the services or materials proposed. Primary bids should be referred to as Bid Item #1 throughout bid proposal. Alternative bids should be referred to as Bid Item #1.A, Bid Item #1.B, etc. throughout the bid proposal. Proposals must include, but are not limited to, the following:

- A. Completed Bid Price Sheet and Alternative Bids Price Sheet (if applicable);
- B. Completed Company Information Form;
- C. References or letters of support (optional);
- D. Bonding Requirements

18. POINT OF CONTACT

These bidding documents have been prepared by Elevate Branson and the Southwest Missouri Council of Governments. Bryan Stallings, Elevate Branson CEO and Executive Director, is the main point of contact for any questions related to this advertisement. Questions should be directed to:

Bryan Stallings
417-294-1300
bryan.stallings@elevatebranson.org

19. DEADLINE FOR RECEIPT OF BIDS

All sealed bids must be received in a sealed envelope and clearly marked, "Bid for Elevate Branson ARPA Project" on the front of the envelope, no later than 10:00 AM on March 30, 2026, at the address shown below. Bids received after the time and date specified will not be considered.

Elevate Branson
310 Gretna Rd.
Branson, MO 65616

20. BID ALTERNATES/DEDUCTS

Elevate Branson welcomes alternatives or deductions to the listed bid items so long as the alternative proposals follow the designated project scope and complies with MoDED policies. Alternates and deducts must be listed and taken in the order listed. The bidder can't propose the alternates outside of value engineering.

21. BID REJECTIONS

Elevate Branson reserves the right to reject any and all bids/proposals, to cancel or withdraw this solicitation at any time, and to waive any or all irregularities therein, to accept in whole or in part the bid or bids, and/or to negotiate with bidders to achieve the best prices for the Owner. All proposers shall agree that such rejection, waiver, or modification shall be without liability on the part of the Owner for any damage or claim brought by any bidder because of such rejections, nor shall the bidder seek any recourse of any kind against Elevate Branson because of such rejections.

BID PRICE SHEET
PRE-FABRICATED MODULAR HOMES AND CONCRETE FOUNDATION INSTALLATION
Elevate Branson

Date: _____

To: Elevate Branson
310 Gretna Rd.
Branson, MO 65616

To Whom It May Concern:

1. The Bidder, in compliance with Elevate Branson’s invitation for bids for pre-fabricated modular homes and concrete foundation installation, having familiarized themselves with the plans, specifications, and conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, technical assistance, materials, equipment and services required to provide the requested items in each bidding opportunity.
2. In submitting this bid, the Bidder understands that Elevate Branson reserves the right to reject any and all bids/proposals, to cancel or withdraw this solicitation at any time, and to waive any or all irregularities therein, to accept in whole or in part the bid or bids, and/or to negotiate with bidders to achieve the best prices for the Owner. All proposers shall agree that such rejection, waiver, or modification shall be without liability on the part of the Owner for any damage or claim brought by any bidder because of such rejections, nor shall the bidder seek any recourse of any kind against the Owner because of such rejections.
3. If written notice of acceptance of this bid is mailed or delivered to the Bidder within thirty (60) days after the opening thereof, or anytime thereafter before the bid is withdrawn, the Bidder agrees to execute and deliver an agreement in the prescribed form.
4. The Bidder is prepared to submit a financial and experience statement upon request.

Bidders may submit bids for one or all bid items below:

BASE BID AMOUNTS

Bid Item #1 - Modular Home Production & Delivery.....\$ _____

Bid Item #2 – Concrete Foundation Modular Home and Installation.....\$ _____

TOTAL BID AMOUNT.....\$ _____

Elevate Branson encourages alternatives to all bids. Please attach a separate page for ALL alternative proposals.

ALTERNATIVE BIDS PRICE SHEET (OPTIONAL)
PRE-FABRICATED MODULAR HOMES AND CONCRETE FOUNDATION INSTALLATION
Elevate Branson

Project alternatives are encouraged and can range from a change in the type of material used or a change in scope. Alternatives can be minor changes as well as significant changes. We invite creative submissions considering various types of alternatives for the proposed project.

ALTERNATIVE BID ITEM #1.A PRICE.....\$ _____

Description of alternative material use or change in scope:

ALTERNATIVE BID ITEM #1.B PRICE.....\$ _____

Description of alternative material use or change in scope:

ALTERNATIVE BID ITEM #1.C PRICE.....\$ _____

Description of alternative material use or change in scope:

ALTERNATIVE BIDS PRICE SHEET (OPTIONAL)
PRE-FABRICATED MODULAR HOMES AND CONCRETE FOUNDATION INSTALLATION
Elevate Branson

Project alternatives are encouraged and can range from a change in the type of material used or a change in scope. Alternatives can be minor changes as well as significant changes. We invite creative submissions considering various types of alternatives for the proposed project.

ALTERNATIVE BID ITEM #2.A PRICE.....\$ _____

Description of alternative material use or change in scope:

ALTERNATIVE BID ITEM #2.B PRICE.....\$ _____

Description of alternative material use or change in scope:

ALTERNATIVE BID ITEM #2.C PRICE.....\$ _____

Description of alternative material use or change in scope:

COMPANY INFORMATION FORM
PRE-FABRICATED MODULAR HOMES AND CONCRETE FOUNDATION INSTALLATION
Elevate Branson

Date: _____

Company Name: _____

Doing Business As: _____

Company Address: _____

Phone Number: _____

Email Address: _____

FEIN or TAX ID #: _____

Authorized Representative: _____

Signature: _____

Title: _____

BONDING AND INSURANCE REQUIREMENTS

The minimum bonding and insurance requirements shall be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract

Successful bidders shall furnish approved Performance and Payment bonds with the executed contract. Successful bidders will also be required to provide Workmen’s Compensation, Comprehensive General Liability, Transportation Insurance, and/or other insurance certificates upon contract.

By signing below, the bidder acknowledges the bonding requirements of this project and commits to adhere to these requirements if contracted.

(Authorized Representative Name)

(Date)

(Authorized Representative Signature)

(Title)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

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

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

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

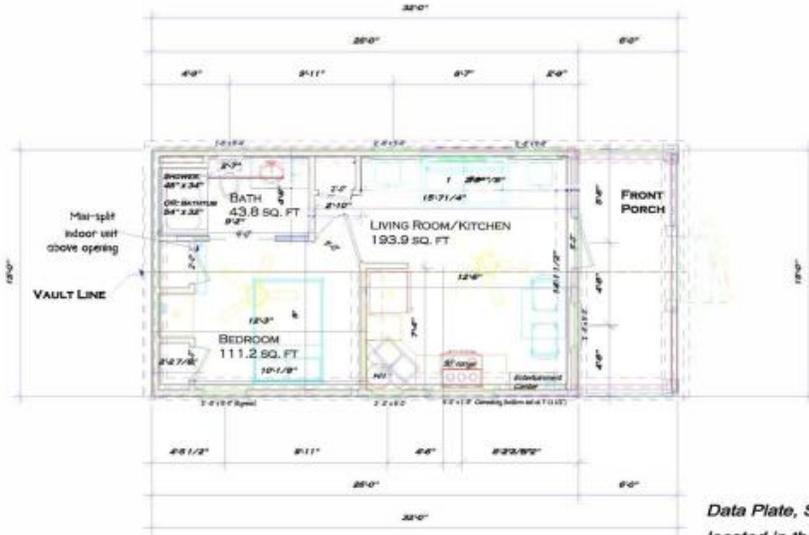
_____(L.S.)

Principal

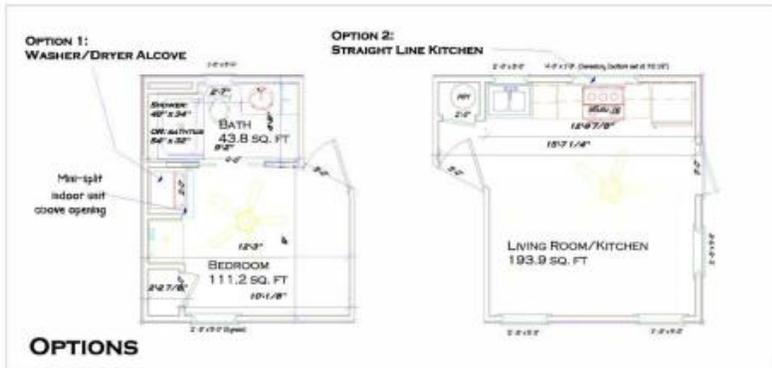
SEAL

By: _____

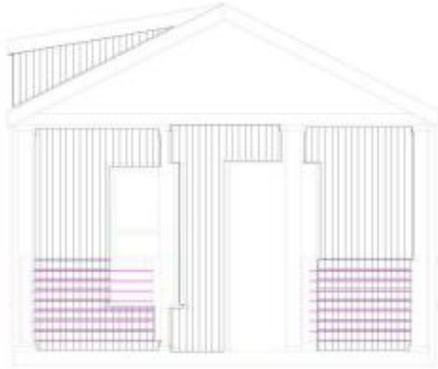
EXHIBIT A – PRE-FABRICATED MODULAR HOME “OR EQUAL TO” EXAMPLES



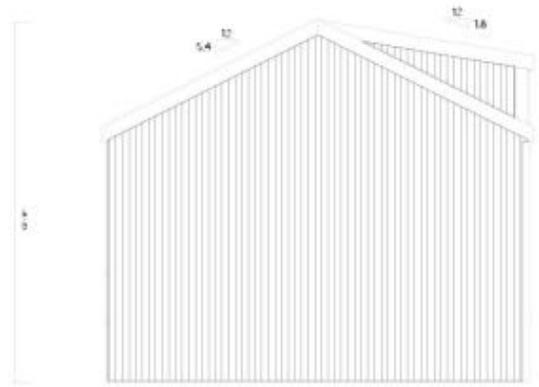
Data Plate, State & 3rd Party Labels located in the cabinet under kitchen sink



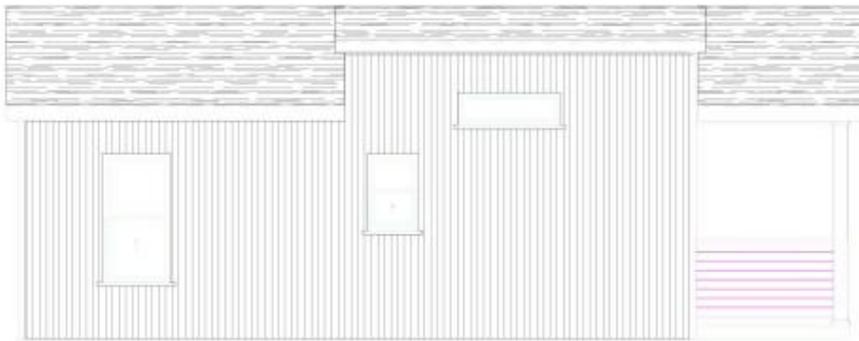
OPTIONS



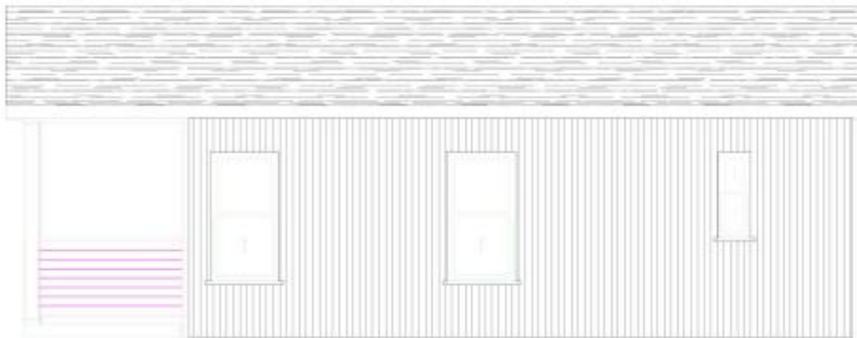
Front Elevation



Rear Elevation



Left Elevation



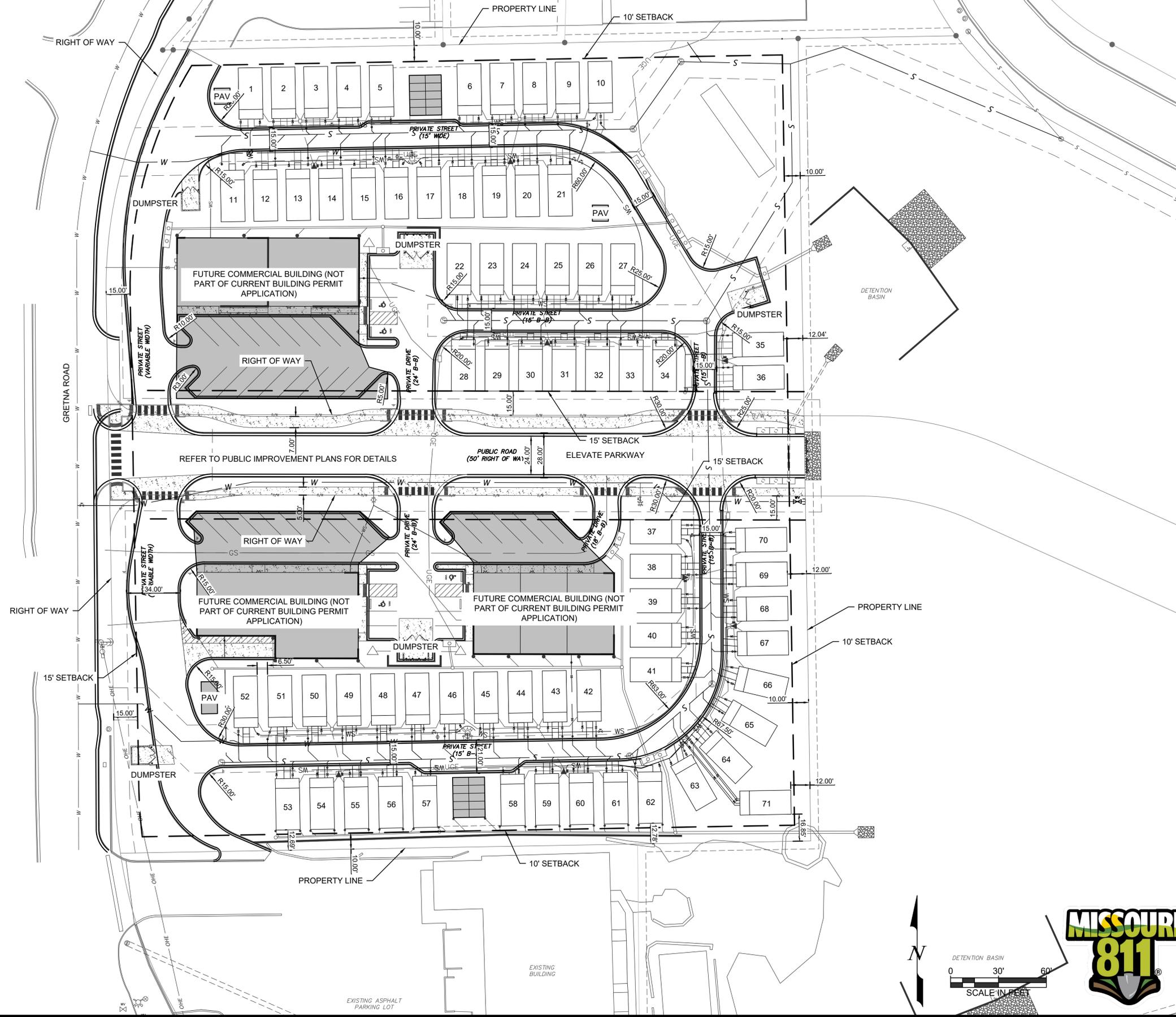
Right Elevation



EXHIBIT B – EBTH FOUNDATION PLAN AS1.0

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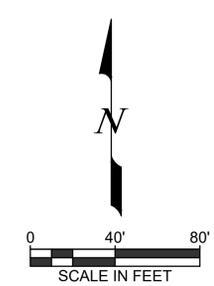
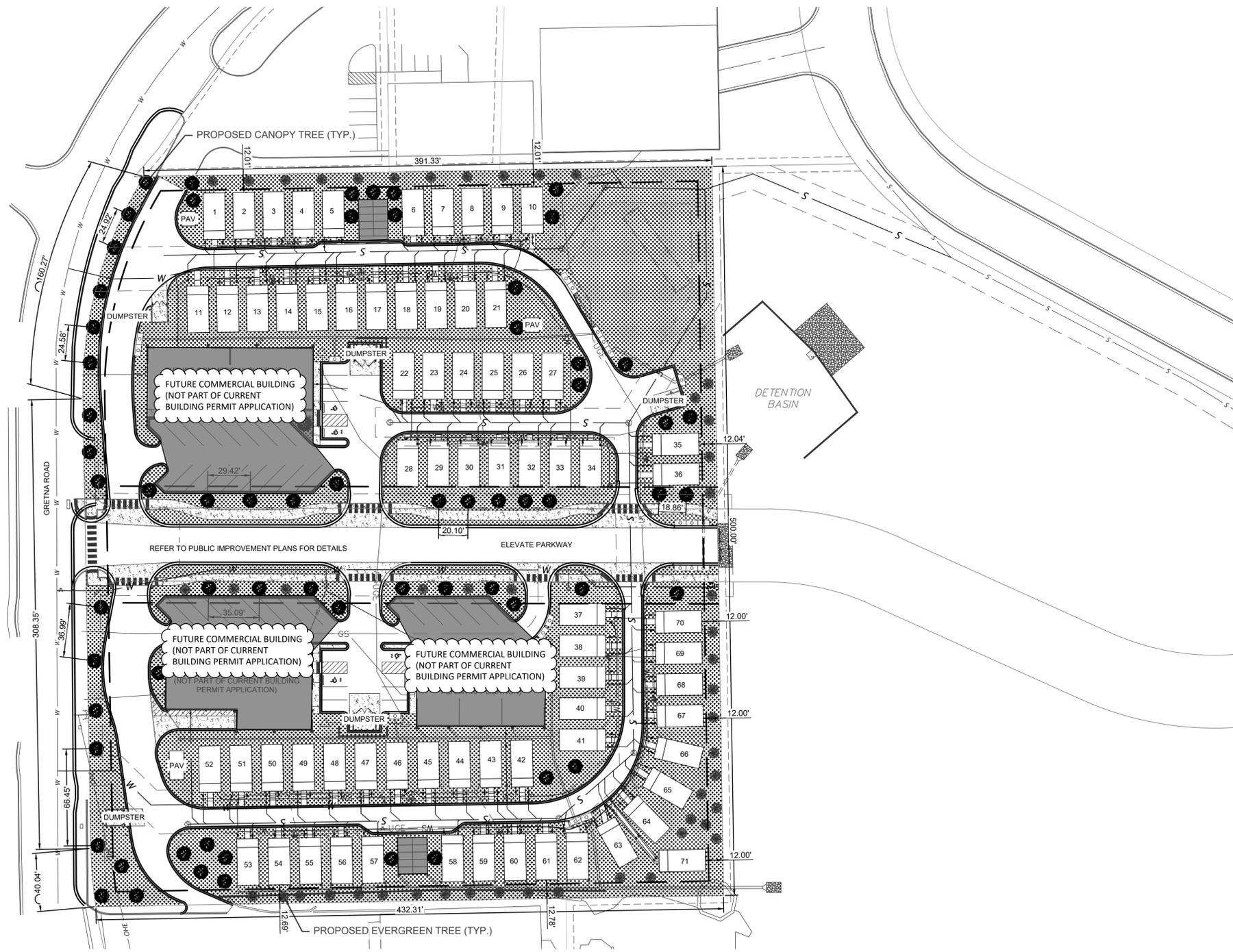
Z:\Shared\Projects\5671 - Elevate Branson - Tiny Homes Private Improvements\9) Drawings\Plan Sheets\5671 SITE PLAN SHEETS.dwg PLOT DATE: 12/5/2025 8:19:41 PM LAST SAVE: 12/3/2025 11:21:51 PM



Date	
Revision/Issue	
No.	
TODD M. CHANDLER - ENGINEER MOF PE-2012000736	
<small>Missouri State Certificate of Authority Number: Engineering: 2000156886, Land Surveying: 2001011476, Landscape Architecture: 2007013673</small>	
ELEVATE BRANSON - TINY HOMES BRANSON, TANEY COUNTY, MISSOURI PRIVATE IMPROVEMENT PLANS SITE PLAN - OVERALL	
DATE: 12/5/2025	JOB NUMBER: 5671
SHEET C1.0	



Z:\Shared\Projects\5671 - Elevate Branson - Tiny Homes Private Improvements\9 Drawings\Plan Sheets\5671 LANDSCAPING SHEETS.dwg PLOT DATE: 12/5/2025 8:13:52 PM LAST SAVE: 12/5/2025 12:11:42 PM



LANDSCAPING REQUIREMENTS AND CALCULATIONS

CURRENT ZONING: HIGH DENSITY RESIDENTIAL (HDR)

MINIMUM LANDSCAPE AREA = REQUIRED PERCENT LANDSCAPED AREA * (LOT AREA - PRIMARY USE FOOTPRINT)
 = 0.2 * (4.95 AC [LOT AREA] - 3.00 AC [PRIMARY USE FOOTPRINT]) = 0.39 AC * 43,560 SF/AC = 16,988.4 SF

LANDSCAPE UNITS REQUIRED = 0.5 PER LF STREET FRONTAGE/PROPERTY LINE = 1840 LF * 0.5 LU/LF = 920 LU

MIN. LANDSCAPE UNITS IN TREES = 1840 LF STREET FRONTAGE/PROPERTY LINE * 0.25 LU/LF STREET FRONTAGE = 460 LU

MIN. LANDSCAPE UNITS IN SHRUBS = 1840 LF STREET FRONTAGE/PROPERTY LINE * 0.05 LU/LF STREET FRONTAGE = 92 LU

CANOPY TREES = 7 LU * 66 = 462 LU

EVERGREEN TREES = 8 LU * 49 = 392 LU

LANDSCAPE AREA PROVIDED (GROUND COVER) = 85,772 SF

LAWN GRASS = 1 LU PER 1,000 SF = 85,772 SF / 1000 SF PER LU = 85.77 LU

TOTAL PROVIDED LANDSCAPING UNITS =

462 LU (CANOPY TREES) + 392 LU (EVERGREEN TREES) + 85.77 LU (LAWN GRASS) = 939.77 LU

PLANT LEGEND				
TREES	QTY	UNIT	BOTANICAL NAME / COMMON NAME	SPEC
	66	EA	ACER SACCHARUM / SUGAR MAPLE	2" CALIPER, 8' HEIGHT MINIMUM
	49	EA	THUJA OCCIDENTALIS / AMERICAN ARBORVITAE	2" CALIPER, 8' HEIGHT MINIMUM
GROUND COVER	QTY	UNIT	BOTANICAL NAME / COMMON NAME	SPEC
	85,772	SF	FESTUCA ARUNDINACEA / TALL FESCUE	SEED AND STRAW

Date	
Revision/Issue	
No.	
 TODD M. CHANDLER - ENGINEER MO# PE-2012000736	
 Missouri State Certificate of Authority Numbers: Engineering: 2000156885, Land Surveying: 2001011476, Landscape Architecture: 2007013673	
ELEVATE BRANSON - TINY HOMES BRANSON, TANEY COUNTY, MISSOURI PRIVATE IMPROVEMENT PLANS LANDSCAPING PLAN	
DATE: 12/5/2025	
JOB NUMBER: 5671	
SHEET	
C2.0	



EXHIBIT C: MISSOURI PREVAILING WAGE RATES FOR TANEY COUNTY

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 110
TANEY 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

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.64
Boilermaker	\$24.21*
Bricklayer-Stone Mason	\$24.21*
Carpenter	\$50.58
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$24.21*
Plasterer	
Communication Technician	\$24.21*
Electrician (Inside Wireman)	\$46.18
Electrician Outside Lineman	\$24.21*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$24.21*
Glazier	\$24.21*
Ironworker	\$68.72
Laborer	\$40.06
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$24.21*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$24.21*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.54
Plumber	\$53.22
Pipe Fitter	
Roofer	\$44.90
Sheet Metal Worker	\$52.36
Sprinkler Fitter	\$68.61
Truck Driver	\$24.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
TANEY County

Section 110

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$55.75
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$24.21*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$46.58
General Laborer	
Skilled Laborer	
Operating Engineer	\$53.79
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$24.21*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

EXHIBIT C: FEDERAL (DAVIS BACON) WAGES FOR TANEY COUNTY

(PAGE INTENTIONALLY LEFT BLANK – SEE NEXT PAGE)

"General Decision Number: MO20260032 01/30/2026

Superseded General Decision Number: MO20250032

State: Missouri

Construction Type: Building

Counties: Dade, Douglas, Henry, Hickory, Laclede, Ozark, St Clair, Stone and Taney Counties in Missouri.

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

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

* ASBE0027-008 10/06/2025

HENRY COUNTY

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 45.60	35.47

ASBE0063-003 11/01/2024		

REMAINING COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.97	14.00

BRM0003-008 06/01/2023		

HENRY COUNTY

	Rates	Fringes
TILE SETTER.....	\$ 40.53	15.99

BRM0015-012 04/01/2023		

REMAINING COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.67	19.48

BRM0015-013 04/01/2016		

HENRY COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.35	18.06

BRM0015-022 06/01/2023		

REMAINING COUNTIES

	Rates	Fringes
TILE SETTER.....	\$ 26.47	14.89

CARP0005-003 05/01/2024		

HENRY COUNTY

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 42.06	22.40

CARP0005-013 05/01/2024		

HICKORY, LACLEDE & ST CLAIR COUNTIES

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 39.48	22.40

CARP0017-001 05/01/2023		

DADE, DOUGLAS, OZARK, STONE & TANEY COUNTIES

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 29.39	21.25

ELEC0095-003 06/01/2025		

DADE & ST. CLAIR COUNTIES

	Rates	Fringes
ELECTRICIAN (including low voltage wiring for and installation of alarms).....	\$ 32.25	20.81

ELEC0124-024 08/26/2024		

HENRY COUNTY

	Rates	Fringes
ELECTRICIAN (including low voltage wiring for and installation of alarms).....	\$ 51.01	26.25

ELEC0453-002 09/01/2024		

DOUGLAS, HICKORY, LACLEDE, OZARK, STONE, & TANEY COUNTIES

	Rates	Fringes
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ELECTRICIAN (including low voltage wiring for and installation of alarms)

Douglas, Hickory, Laclede, & Ozark Counties.....	\$ 32.40	19.11
Stone & Taney Counties.....	\$ 19.79	13.18
STONE and TANEY COUNTIES....	\$ 28.65	18.34

ELEV0012-003 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 60.69	38.435+a+b

a. VACATION: Employer contributes 8% of basic hourly rate to vacation pay credit for employee who has worked in business more than 5 years and 6% for 6 months to 5 years as Vacation Pay Credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

ENG10101-010 04/01/2025

DADE, DOUGLAS, HICKORY, LACLEDE, OZARK, ST CLAIR, STONE & TANEY COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 31.62	18.07
Grader/Blade.....	\$ 31.62	18.07
Loader.....	\$ 31.62	18.07
Roller.....	\$ 30.91	18.07

ENG10101-019 04/01/2025

HENRY COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 38.93	20.10
Grader/Blade.....	\$ 45.48	22.42
Loader.....	\$ 45.84	22.42
Roller.....	\$ 45.48	22.42

IRON0010-010 04/01/2025

HENRY COUNTY

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 39.00	34.25

IRON0010-021 04/01/2025

STONE COUNTY

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 36.00	34.25

IRON0010-028 04/01/2025

DADE, HICKORY, OZARK, ST. CLAIR, & TANEY COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 36.00	34.25

IRON0396-015 08/05/2020

DOUGLAS & LACLEDE COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 31.39	29.20

LAB00663-003 04/01/2025

HENRY & HICKORY COUNTIES

	Rates	Fringes
LABORER		
Brick Mason Tender.....	\$ 28.00	13.18
Common or General & Landscape.....	\$ 26.50	13.18

LAB00663-006 04/01/2025

DADE, DOUGLAS, LACLEDE, OZARK, ST CLAIR, STONE AND TANEY COUNTIES

	Rates	Fringes
LABORER		
Brick Mason Tender.....	\$ 29.23	13.62
Common or General & Landscape.....	\$ 27.05	13.62

PAIN0003-016 04/01/2019

HENRY COUNTY

	Rates	Fringes
PAINTER		
Brush & Roller Only.....	\$ 24.43	17.76
Drywall Finishing/Taping Only.....	\$ 25.39	17.76

PAIN1185-011 04/01/2025

LACLEDE COUNTY

	Rates	Fringes
PAINTER.....	\$ 33.90	17.21
Brush & Roller Only.....	\$ 33.90	17.21
Drywall Finishing/Taping Only.....	\$ 34.90	17.21

PAIN2015-006 04/01/2012

	Rates	Fringes
PAINTER		
Brush & Roller Only.....	\$ 19.75	11.76

PLUM0008-012 06/01/2025

HENRY & ST. CLAIR COUNTIES

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 58.38	25.29

PLUM0178-012 11/01/2024

DADE, DOUGLAS, HICKORY, LACLEDE, OZARK, STONE, & TANEY COUNTIES

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 39.35	15.72
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 39.35	15.72

PLUM0533-009 06/01/2025

HENRY & ST. CLAIR COUNTIES

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 57.51	28.35

ROOF0020-003 02/01/2025

	Rates	Fringes
ROOFER.....	\$ 30.73	14.51

SHEE0002-021 07/01/2023

HENRY, HICKORY, & ST CLAIR COUNTIES

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 47.20	26.28

SHEE0036-005 07/01/2025

DADE, DOUGLAS, LACLEDE, OZARK, STONE & TANEY COUNTIES

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 34.43	17.86

SUMO2010-031 03/08/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 17.95	6.64
GLAZIER.....	\$ 22.71	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 23.55	7.47
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.47	0.00
OPERATOR: Water Truck.....	\$ 28.37	0.00
PAINTER: Spray.....	\$ 18.79	8.12
TRUCK DRIVER: Dump Truck.....	\$ 28.92	0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

EXHIBIT D: CONTRACT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Owner, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Prohibition on Employment of Unauthorized Aliens/E-Verify Participation Requirement (§§ 285.525 – 285.550, RSMo).

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully authorized to work in the United States. Pursuant to section 285.530, RSMo, for contracts in excess of \$5,000, Contractor affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended). In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

 - a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to

the fact that the direct subcontractor's employees are lawfully present in the United States.

6. Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the Owner thereto. Provided, however, that the claims for money by the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
7. Reports and Information. The Contractor, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
8. General Reporting Obligations. The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by Treasury, the State of Missouri or the local government entity. The Contractor further agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements.
9. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the Owner.
10. Access to Records and Record Retention. Contractor shall maintain records in accordance with requirements prescribed by Treasury, the State of Missouri, with respect to all matters covered by this contract. Such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. If, however, any litigation, claim or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation claim or audit is resolved. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Contractor must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Contractor related to this Subaward in order to conduct inspections, audits, or other investigations. Contractor must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.
11. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.
12. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
13. Businesses Registered to Do Business in Missouri and in Good Standing. Contractor must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri (unless not required by law to register under law) by checking the entity on the Missouri Secretary of State's business entity search or by requiring a copy of a certificate of good standing.
14. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.
 - g. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204, 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 Owner may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964, as amended (Nondiscrimination in Federally Assisted Programs). The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.
16. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act). Contractor will comply with all relevant requirements of Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-19, known as the Fair Housing Act), and implementing regulations, which provide that no person shall, on the basis of race, color, religion, sex, familial status, national origin, or disability, be discriminated against in the sale, rental, and financing of dwellings, and in other housing-related transactions.
17. Age Discrimination Act of 1975. Contractor will comply with all relevant requirements of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
18. Title II of the Americans with Disabilities Act. Contractor will comply with all relevant requirements of Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and implementing regulations, which prohibits discrimination on the basis of disability in services, programs, and activities provided or made available by state or local governments or instrumentalities or agencies thereto.

19. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138. Contractor shall assist Owner with taking the following affirmative steps in accordance with 2 CFR 200.321:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

20. New Restrictions on Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- c. Contractor must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

21. Section 504 of the Rehabilitation Act of 1973. Contractor will comply with all relevant requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and implementing regulations, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance.

22. Domestic preferences for procurements (goods, products, materials. Buy American Preference. Recipients of ARPA funds are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

23. Davis-Bacon Act. In addition to other provisions required by the Federal agency or non-Federal entity, Contractor will assist Owner in assuring all contracts made by the Subrecipient under the Federal award must contain provisions covering the following, as applicable:

- a. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by [Subrecipient] must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Subrecipient must report all suspected or reported violations to the Federal awarding agency.

24. Copeland Anti-Kickback Act. In addition to other provisions required by the Federal agency or non-Federal entity, Contractor will assist Owner in assuring all contracts made by the Subrecipient under the Federal award must contain provisions covering the following, as applicable:
- o. A provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
25. Contract Work Hours and Safety Standards Act. In addition to other provisions required by the Federal agency or non-Federal entity, Contractor will assist Owner in assuring all contracts made by the Subrecipient under the Federal award must contain provisions covering the following, as applicable:
- o. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
26. Rights and Remedies for Breach, Penalties and Sanctions. In addition to other provisions required by the Federal agency or non-Federal entity, Contractor will assist Owner in assuring all contracts made by the Subrecipient under the Federal award must contain provisions covering the following, as applicable:
- o. Contracts for more than the simplified acquisition threshold of \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
27. Clean Air Act and Clean Water Act. In addition to other provisions required by the Federal agency or non-Federal entity, Contractor will assist Owner in assuring all contracts made by the Subrecipient under the Federal award comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Clean Water Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, as amended.

In addition to the foregoing requirements, Contractor will assist Owner in assuring all nonexempt contractors and subcontractors furnish to the Owner the following:

- o. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of

any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA).

- b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 7413) and Section 308 of the Clean Water Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
 - d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
28. Anti-Discrimination against Israel Act (§ 34.600, RSMo, passed in 2020). Contractor certifies that it is not currently, and will not for the duration of the contract, engage in a boycott of goods or services from: (a) the State of Israel; (b) companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or (c) persons or entities doing business in the State of Israel, and agrees to not engage in these activities for the duration of this contract.
29. Text Messaging while Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
30. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.
31. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.