

**AGREEMENT**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**  
**Between**  
**THE CITY OF COLUMBIA, MISSOURI**  
**And**  
**THOUVENOT, WADE & MOERCHEN, INC.**

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and **THOUVENOT, WADE & MOERCHEN, INC.** (hereinafter called "Engineer" or "Contractor"), is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH, that whereas City intends to make improvements as described below, hereinafter called the Project, consisting of the following:

**Perche Trail Bridge Design**  
*(Description of Project)*

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

Engineer shall serve as City's professional engineering, surveying or architecture contractor in those assignments to which this Agreement applies, and shall give consultation and advice to City during the performance of the services. All services shall be performed under the direction of a professional engineer, professional land surveyor or architect registered in the State of Missouri and qualified in the particular field.

**SECTION 1 - AUTHORIZATION OF SERVICES**

1.1 Engineer shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Engineer.

**SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit E - "Scope of Basic Services," (hereinafter referred to as "Scope of Basic Services").

2.1.2 Engineer will designate the following listed individuals as its project team with responsibilities as assigned. Engineer shall dedicate whatever additional resources

are necessary to accomplish the Project within the specified time frame in accordance with the professional standard of care but will not remove these individuals from the assigned tasks for any reason within the control of Engineer without the written approval of City.

<u>Name and Title</u>	<u>Assignment</u>
Adam Rutz (Structural Engineer II) –	Project Manager and Lead Structural Eng
Matt Joost (Structural Engineer IV) –	Structural QA/QC
Mark Lamb (Engineer I) –	Bridge Design
Ryan Cerniglia (Project Engineer II) –	Lead Trail Engineer
JR Landeck (Senior Engineer) –	Trail QA/QC
Josh Saunders (Project Manager I) –	Lead Surveyor
April Votrain (Technician III) –	Survey/CAD Technician
Chris Kuester (Project Engineer II)	Lead Hydraulics Engineer
Kyle Lynch (Engineer I) –	Hydraulics Engineer

All of the services required hereunder will be performed by Engineer or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 Engineer shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by City to assure proper accounting for all project funds. These records must be available to City or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

2.4 Engineer shall ensure that its design work shall comply with the Americans with Disabilities Act (ADA) and the Architectural Barriers Act (ABA), and the implementing regulations and guidance. Engineer shall also comply with the U.S. Department of Justice’s 2010 ADA Standards for Accessible Design, U.S. Access Board’s accessibility standards manual entitled “Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas.” See Exhibit D for the Recreational Trails Program Accessibility Checklist.

2.5 Engineer’s design work shall allow for the use of Other Power-Driven Mobility Devices (OPDMD) in accordance with the U.S. Department of Justice’s

regulations regarding the ADA and the use of OPDMD on trails open to the public. Engineer shall certify its design can accommodate OPDMD without restrictions.

### SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

#### 3.1 General

If authorized in writing by City, and agreed to in writing by Engineer, Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

##### 3.1.1 Financial Consultation

Consult with City's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

##### 3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional engineering services being performed.

##### 3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Scope of Basic Services. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.

##### 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.

##### 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

##### 3.1.6 Extra Services

Services not specifically defined heretofore that may be authorized in writing by City.

### SECTION 4 - RESPONSIBILITIES OF City

#### 4.1 Provide full information as to City's requirements for the Project.

4.2 Assist Engineer by placing at Engineer's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services. Engineer is entitled to rely on the accuracy of such information in performance of Engineer's services under this Agreement.

4.3 Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Engineer's services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Engineer and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.

4.6 Designate **Zach Nikin**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.

4.7 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Furnish Engineer data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which Engineer may rely upon in performing his services under this Agreement as noted in 4.2.

## SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by City authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by City subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **120** calendar days from the issuance of the Notice to Proceed in accordance with the professional standard of care. City shall have the right to establish

performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

## SECTION 6 - PAYMENTS TO ENGINEER

### 6.1 Amount of Payment

6.1.1 For services performed, City shall pay Engineer the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule may be revised annually if the term of this Agreement exceeds one (1) year. To be effective, any revision in the Schedule of Hourly Labor Billing Rates shall be provided by Engineer to City as least thirty (30) days prior to work performed under this Agreement to which such rates apply.

6.1.1.2 For outside expenses incurred by Engineer, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to Engineer.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the Engineer's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to Engineer such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by City, will be billed at the cost to Engineer.

6.1.1.5 For time spent by outside individual professional consultants employed by Engineer in providing services to City, the cost to Engineer. Expenses incurred by such outside consultants in service to City shall be reimbursable in accordance with 6.1.1.2 above.

6.1.1.6 Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed seventy-seven thousand three hundred and eleven dollars (\$77,311.00).**

### 6.2 Payments

6.2.1 Engineer shall submit an invoice for services rendered to City not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Engineer for the services rendered, provided City does not contest the invoice.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

7.1.1 **ENGINEER'S INSURANCE:** Engineer agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this contract.

**Commercial General Liability** Engineer agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** per occurrence and \$3,000,000 aggregate covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

**Professional Liability** Engineer agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate. For policies written on a "Claims-Made" basis, Engineer agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Engineer agrees to purchase a SERP with a minimum reporting period not less than two **(2)** years. The requirement to purchase a SERP shall not relieve Engineer of the obligation to provide replacement coverage.

**Business Automobile Liability** Engineer agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Engineer's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation Insurance & Employers' Liability** Engineer agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Engineer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Engineer. Workers' Compensation

coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the Engineer shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Excess/Umbrella Liability** The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

**Additional Insured** Engineer agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

**Waiver of Subrogation** Engineer agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

**Right to Revise or Reject** City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Engineer shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Engineer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Engineer or a subcontractor for part of the services), of anyone directly or indirectly employed by Engineer or by any subcontractor, or of anyone for whose acts Engineer or its

subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Engineer to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

## 7.2 Professional Responsibility

### 7.2.1 Missouri Licensure & Certificate of Authority

Engineer certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional engineer as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Engineer understands and agrees that the person personally in charge and supervising the professional engineering services of Engineer under this Agreement shall be licensed and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 Engineer will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions which are caused by Engineer's failure to comply with above standard, and which are reported to Engineer within one year from the completion of Engineer's services for the Project.

7.2.3 In addition, Engineer will be responsible to City for damages caused by Engineer's negligent conduct during its activities at the Project site or in the field.

### 7.2.4 Professional Oversight Indemnification

Engineer understands and agrees that City has contracted with Engineer based upon Engineer's representations that Engineer is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Engineer agrees to indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Engineer. Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

## 7.3 Estimates and Projections

Estimates and projections prepared by Engineer relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment as a design professional. Since Engineer has no control over weather,



cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Engineer.

#### 7.4 On-Site Services

Project site visits by Engineer during construction shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the plans and specifications.

#### 7.5 Changes

City shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Engineer.

#### 7.6 Suspension of Services

Should City fail to fulfill its responsibilities as provided under Section 4 to the extent that Engineer is unduly hindered in Engineer's services or if City fails to make any payment to Engineer on account of its services and expenses within ninety (90) days after receipt of Engineer's bill therefor, Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until City has satisfied his obligations under this Agreement.

#### 7.7 Termination.

7.7.1 Termination For Convenience (Professional Services). The City may, by written notice to Engineer, terminate this Agreement for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the City, the Engineer must immediately discontinue all services affected. Upon termination of the Agreement, the Engineer must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. City agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services. To the extent not prohibited by law and without waiving sovereign immunity, City further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

7.7.2 Termination For Default (Professional Services). Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party seven [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by City: The City may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1. Perform the services within the time specified in this contract or by City approved extension in accordance with the professional standard of care;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

City agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services. To the extent not prohibited by law and without waiving sovereign immunity, City further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the City determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the City issued the termination for the convenience of the City.

b) Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the City:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3. Suspends the Project for more than one hundred and eighty [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, City agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If the City and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the City's breach of the contract.

In the event of termination due to City's breach, the Engineer is entitled to invoice City and to receive full payment for all services performed or furnished in

accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. To the extent not prohibited by law and without waiving sovereign immunity, City agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### 7.8 Publications

Recognizing the importance of professional development on the part of Engineer's employees and the importance of Engineer's public relations, Engineer may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Engineer's services for the Project. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Engineer. City may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of Engineer's activities pertaining to any such publication shall be paid entirely by Engineer.

#### 7.9 Nondiscrimination

During the performance of this Agreement, Engineer agrees to the following:

7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, or gender identity. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. 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. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 Engineer shall, in all solicitation or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

7.9.3 Engineer shall comply with all provisions of local, state and federal laws governing the regulation of equal employment opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

City and Engineer each binds themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither City nor Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

Engineer's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

Engineer shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 Engineer agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this Agreement, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 Engineer shall require each subcontractor to affirmatively state in its contract with Engineer that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall also require each subcontractor to provide Engineer with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Engineer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by,

licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

7.16 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

7.17 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.18 Engineer acknowledges state and/or federal grant funds are being used for this Project. Engineer agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth in the Bid Documents, the 2020 Recreational Trails Program Project Administration Guide, the Grant Agreement between the City and the Missouri Department of Natural Resources, the Missouri Department of Natural Resources Federal Financial Assistance Agreements General Terms and Conditions (Exhibit A), and as set forth herein (collectively "Grant Requirements"). Engineer shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

7.18.1 Access To Records And Reports. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Highway Administration and the Comptroller General of the United States, the Missouri Department of Natural Resources, the Missouri State Auditor, 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 five years after final payment is made and all pending matters are closed.

7.18.2 General Civil Rights Provisions. 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.

7.18.3 Compliance with Nondiscrimination Requirements: 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 City or the Federal Highway Administration 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 City or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the City

will impose such contract sanctions as it or the Federal Highway Administration 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 City or the Federal Highway Administration 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 City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.18.4 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 USC § 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 USC § 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 USC § 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 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Highway Administration’s Nondiscrimination statute (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);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

7.18.5 Certification Of Offerer/Bidder Regarding Debarment. Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Engineer shall complete the certification in Exhibit B.

#### Certification Of Lower Tier Contractors Regarding Debarment

Engineer, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Engineer will accomplish this by:

1. Checking the System for Award Management at website:  
<http://www.sam.gov>.



2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Highway Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FHA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### 7.18.6 Disadvantaged Business Enterprises.

Contract Assurance (§ 26.13) – 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 Department of Transportation-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 City 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.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

7.18.7 Texting When Driving. 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 Highway 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 this initiative, the City 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.

7.18.8 Energy Conservation Requirements. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

7.18.9 Federal Fair Labor Standards Act (Federal Minimum Wage). 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.

7.18.10 Occupational Safety and Health Act of 1970. 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 employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 employer 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.

7.18.11 Seismic Safety. In the performance of design services, Engineer agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Engineer agrees to furnish the City a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

7.18.12 Certification Regarding Tax Delinquency And Felony Convictions. Engineer certifies that it 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. Engineer further certifies that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

7.18.13 Trade Restriction Certification. Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

Engineer must provide immediate written notice to the City if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subcontractors provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Highway Administration (FHA) may direct through the City cancellation of the contract or subcontract for default at no cost to the City or the FHA.

7.18.14 Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), Engineer 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 USC 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.

7.18.15 Certification regarding Drug-Free Workplace. Engineer shall complete the certifications contained in Exhibit B.

7.18.16 Certification regarding Lobbying. Engineer shall complete the certifications contained in Exhibit B.

7.18.17 Required Contract Provisions Federal-Aid Construction Contracts, Form FHWA-1273. Engineer shall comply with all provisions set forth as required contract provisions Federal-Aid Construction Contracts as set forth in form FHWA-1273, contained in Exhibit C.

7.19 Agreement Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
A	Missouri Department of Natural Resources Federal Financial Assistance Agreements General Terms and Conditions
B	U.S. Department of the Interior Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying
C	Required Contract Provisions Federal-Aid Construction Contracts, FHWA-1273
D	Recreational Trails Program Accessibility Checklist
E	Scope of Services

- F Hourly Fee Schedule
- G Work Authorization Affidavit

In the event of a conflict between the terms and conditions of this Agreement and any exhibit hereto, the terms contained in this Agreement shall prevail unless the conflict involves a grant funding requirement, and the terms contained in any exhibit shall subsequently prevail in the order attached hereto. This Agreement shall be interpreted to provide for compliance with all federal and state grant funding requirements. In the event of a conflict between the grant funding requirements and the terms and conditions of this Agreement or any attached Exhibit, the grant funding requirements shall prevail.

7.20 Entire Agreement

This Agreement represents the entire and integrated Agreement between Engineer and City relative to the Scope of Basic Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Engineer's services described herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager



Date: \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008850-604990 00699**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: \_\_\_\_\_  
Matthew Lue, Director of Finance

**THOUVENOT, WADE & MOERCHEN, INC.**

By: Robert J. DeLuca \_\_\_\_\_

Date: 01/12/2023 \_\_\_\_\_

ATTEST:

By: Jennifer M. Walkiewicz  
Name: Jennifer M. Walkiewicz

**Exhibit A**  
**Missouri Department of Natural Resources Federal Financial Assistance**  
**Agreements General Terms and Conditions**

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**  
**Federal Financial Assistance Agreements**  
**General Terms and Conditions**  
**Revised 5/11/2020**

The following terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR), and must be included in subaward documents at all tiers. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

The use of the funds made administered by MDNR must comply with all governing requirements of the Federal-aid Project Agreement and Financial Assistance Agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl). Pursuant to 2 CFR 200.331 the project sponsor (also called "subrecipient") is accountable to the Department for compliance with all federal requirements at all levels of contracting to ensure that the federal award is used in accordance with federal statutes, regulations and terms and conditions of the federal award, and is referred to as the "flow down" requirement. The subrecipient shall certify and disclose accordingly. For the purposes of the flow down requirements the term "recipient" includes project sponsors and their subrecipients, contractors, subcontractors.

**I. Administrative Requirements**

A. **Method of Payment.** The recipient will be reimbursed by the MDNR for all allowable expenses in these general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at [http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl).

**I. Administrative Requirements**

A. **Method of Payment.** The recipient will be reimbursed by the MDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests



must be received by the MDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MDNR prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**B. Retention and Custodial Requirements for Records.** The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

**C. Program Income.**

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default

deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

**D. Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MDNR through negotiation with the recipient. Signature by both the MDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

**E. Financial Management Systems.** The financial management systems of the recipient must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";
4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MDNR and spent by the recipient.

**F. Reporting of Program Performance.** The recipient shall submit to the MDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MDNR, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

**G. Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the MDNR, unless waived by the MDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MDNR's share exceeds the simplified acquisition amount threshold.

2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MDNR for any budget revision which would result in the need for additional funds.
3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
4. A recipient under non-construction projects must obtain prior written approval from the MDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MDNR when:
  - a. The terms and conditions of the financial assistance agreement prohibit the extension.
  - b. The extension requires additional funds.
  - c. The extension involves any change in the approved objectives or scope of the project.
  - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the MDNR.

H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MDNR. The equipment shall not be moved from the

State of Missouri without approval from the MDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.
  - a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MDNR or the federal agency. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MDNR's prior written approval.
  - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
  - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
  - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MDNR.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
  - a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
  - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and

maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

- d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
- e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

3. **Disposition.** When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MDNR, the recipient shall dispose of the equipment as follows:

- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MDNR.
- b. For items of equipment with a current per unit fair market value of more than \$5,000, the MDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MDNR's share of the equipment. Disposition instructions must be requested from the MDNR when equipment is no longer needed.
- c. In cases where a recipient fails to take appropriate disposition actions, the MDNR may direct the recipient how to dispose of the equipment.
- d. If the MDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MDNR's written approval.

I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private

companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MDNR reserves

the right to file the same. The MDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MDNR. Payment of royalties by recipient to the MDNR will be addressed in a separate royalty agreement.

- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the MDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MDNR.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MDNR.
  2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MDNR. Other portions of the audit shall be made available at the MDNR's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the

FOIA. If the MDNR obtains the research data solely in response to a FOIA request, the MDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

- Q. Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MDNR immediately. The MDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at [www.sam.gov](http://www.sam.gov).
- T. Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).



In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MDNR. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
  - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
  - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
  - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
  - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
  - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For DOT funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

3. For DOT funded financial assistance agreements, the recipient shall utilize the procedures outlined in Section IV of the 2020 Recreational Trails Program Project Administration Guide to report to MDNR procurements under the financial assistance agreement.

**W. Disputes.** The recipient and the MDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MDNR will provide a written decision. Such decision of the MDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MDNR shall constitute final action.

#### **X. Termination**

1. **Termination for Cause.** The MDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the MDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. MDNR and the recipient remain responsible for compliance with all closeout requirements.

**Y. Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
4. Withhold further awards from the recipient;

5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MDNR approval; or
6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the recipient must submit the following to the MDNR prior to MDNR signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

**EE. Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

**FF. Competency.** The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

## **II. Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

### **A. Laws and regulations related to nondiscrimination:**

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
  2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
  3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
  4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
  5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
  6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
  7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
  8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
  9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.

- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
  - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
  - 2. Missouri State Prevailing Wage Law; 290.230 RSMo; 8 CSR 30-3.010.
  - 3. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
  - 4. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
  - 5. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
  - 6. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

**Exhibit B**  
**U.S. Department of the Interior Certifications Regarding Debarment, Suspension,  
and Other Responsibility Matters, Drug-Free Workplace Requirements and  
Lobbying**



U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK  IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK \_\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART C: Certification Regarding Drug-Free Workplace Requirements**

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CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

3316 Lemone Industrial Blvd, Suite 2, Columbia, MO 65201

400 N. Fifth Street, Suite 101, St. Charles, MO 63301

720 Olive Street, Suite 200A, St. Louis, MO 63101

Check  if there are workplaces on files that are not identified here.

4940 Old Collinsville Road, Swansea, IL 62226

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**PART D: Certification Regarding Drug-Free Workplace Requirements**

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CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying  
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK  IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK  IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

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

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

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

**Robert S. Deconcini, President**

TYPED NAME AND TITLE

01/12/2023

DATE

**Exhibit C**  
**Required Contract Provisions Federal-Aid Construction Contracts**  
**Form FHWA-1273**

# EXHIBIT C

FHWA-1273 -- Revised July 6, 2022

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the National Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 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 paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) 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:

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

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



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

(2) 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, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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 (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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 (29 CFR 5.6)

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 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;

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

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

(3) 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.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV, 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

a. 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).

b. 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).

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

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, 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 section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more - as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

##### 1. Instructions for Certification - First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 Implementing appropriations act requirements); and

(6) Are not a corporation with 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 (USDOT Order 4200.6 Implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.356;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with 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. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Exhibit D**  
**Recreational Trails Program Accessibility Checklist**

Exh. D

**Recreational Trails Program  
Accessibility Checklist**

**Project**

**Project No.**

**Location**

**Date Inspected**

**Name of Person Completing Inspection**

**Project Sponsor**

**Contact Information**

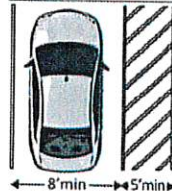
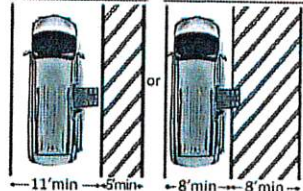
**Comments**

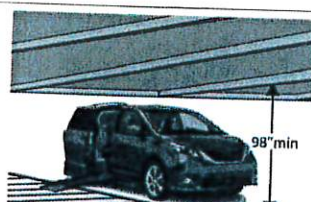
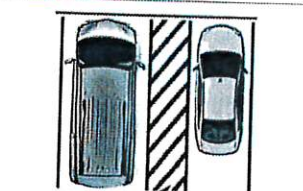


Use of the ADA checklist is by permission of the New England ADA Center (<http://www.adachecklist.org>) and has been modified with their consent to include trail-specific standards. Graphics courtesy of the New England ADA Center, the U.S. Forest Service and the U.S. Access Board.

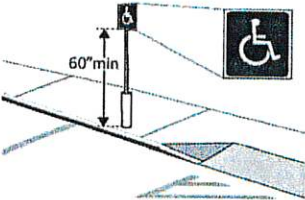
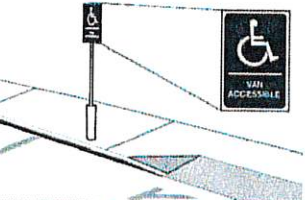
# 1. Trailhead

## Comments

**Parking** Accessible parking spaces should be identified by size, access aisle and signage.

<p>1.1 If parking is provided for the public, are an adequate number of accessible spaces provided? [2010 ADA Standards for Accessible Design – 208.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable	<table border="1"> <thead> <tr> <th>Total Spaces</th> <th>Accessible Spaces</th> </tr> </thead> <tbody> <tr> <td>1 - 25</td> <td>1</td> </tr> <tr> <td>26 - 50</td> <td>2</td> </tr> <tr> <td>51 - 75</td> <td>3</td> </tr> <tr> <td>76 - 100</td> <td>4</td> </tr> <tr> <td colspan="2">100+ see 2010 Standards 208.2</td> </tr> </tbody> </table>	Total Spaces	Accessible Spaces	1 - 25	1	26 - 50	2	51 - 75	3	76 - 100	4	100+ see 2010 Standards 208.2		<p>Total number of parking spaces: Number of accessible parking spaces: If "Not applicable" marked, indicate why:</p>
Total Spaces	Accessible Spaces														
1 - 25	1														
26 - 50	2														
51 - 75	3														
76 - 100	4														
100+ see 2010 Standards 208.2															
<p>1.2 Of the accessible spaces, is at least one a van-accessible space?*[208.2.4]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No applicable	<p>*For every 6 or fraction of 6 parking spaces required by the table above, at least 1 should be a van-accessible space.</p>	<p>Number of van-accessible spaces: If "Not applicable" marked, indicate why:</p>												
<p>1.3 Are accessible spaces at least 8 feet wide with an access aisle at least 5 feet wide? [502.2, 502.3]</p> <p>Note: Two spaces may share an access aisle. Check state/local requirements; some specify that each space have its own aisle.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Width of accessible parking space (in feet): Width of access aisle (in feet): If "Not applicable" marked, indicate why:</p>												
<p>1.4 Is the van accessible space:  At least 11 feet wide with an access aisle at least 5 feet wide? Or At least 8 feet wide with an access aisle at least 8 feet wide? [502.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Width of van-accessible space (in feet): Width of access aisle (in feet): If "Not applicable" marked, indicate why:</p>												

<p>1.5 Is at least 98 inches of vertical clearance provided for the van accessible space? [502.5]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of vertical clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.6 Are the access aisles marked so as to discourage parking in them? [502.3.3]</p> <p>Note: The marking method and color may be addressed by state/local requirements.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>
<p>1.7 Is the slope of the accessible parking spaces and access aisles no steeper than 1:48 in all directions? [502.4]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Slope measurement:</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.8 Do the access aisles adjoin an accessible route? [502.3]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>

<p>1.9</p>	<p>Are accessible spaces identified with a sign that includes the International Symbol of Accessibility?</p> <p>Is the bottom of the sign at least 60 inches above the ground? [502.6]</p> <p>Note: The International Symbol of Accessibility is not required on the ground.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement from bottom of sign to ground (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.10</p>	<p>Are there signs reading "van accessible" at van accessible spaces? [502.6]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.11</p>	<p>Of the total parking spaces, are the accessible spaces located on the closest accessible route to the accessible entrance(s)? [208.3.1]</p> <p>Note: If parking serves multiple entrances, accessible parking should be dispersed.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

**Accessible Route**

1.12 Is there at least one route from site arrival points (parking, passenger loading zones, or sidewalk) that does not require the use of stairs? [206.2.1]

Yes  
 Not Applicable

If yes, location of route:  
If "Not applicable" marked, indicate why:

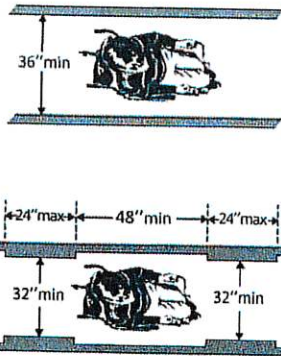
1.13 Is the route stable, firm and slip-resistant? [302.1]

Yes  
 Not applicable

If "Not applicable" marked, indicate why:

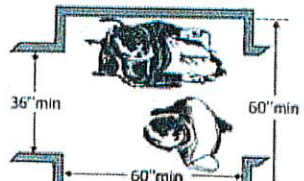
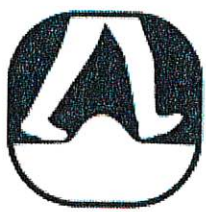
1.14 Is the route at least 36 inches wide? [403.5.1]

Yes  
 Not applicable


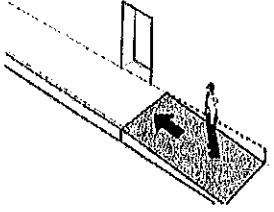


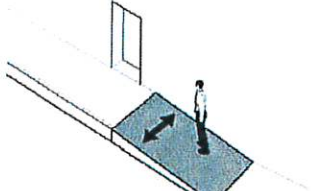
Measurement of access route (in inches):  
If "Not applicable" marked, indicate why:

Note: The accessible route can narrow to 32 inches min. for a max. of 24 inches. These narrower portions of the route must be at least 48 inches from each other.

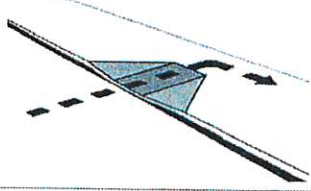
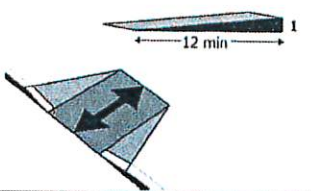
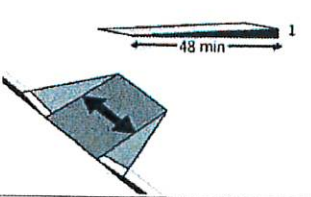
<p>1.15 If the route is greater than 200 feet in length and less than 60 inches wide, is there a passing space no less than 60 x 60 inches? [403.5.3]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.16 On unpaved or natural surface accessible routes, are tread obstacles less than two inches high?</p> <p>OR</p> <p>On an accessible route of paved material (asphalt, concrete, paving blocks, and so forth) or built with boards (wood planks, heavy timber, concrete, fiberglass, or other manufactured material), are tread obstacles a maximum of one-half inch in height at their highest point?</p> <p>AND</p> <p>On any accessible route, are obstacles separated by a minimum of 48 inches where possible, particularly where obstacles cross the entire tread width? [See Outdoor Developed Areas: A Summary of</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

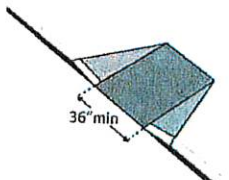
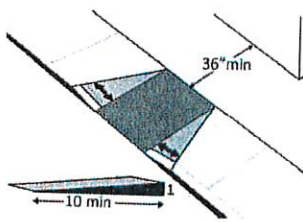
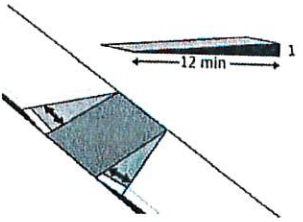


Accessibility Standards for Federal Outdoor Developed Areas – 1016.5]			
1.17	<p>If there are grates or openings on the route, are the openings no larger than 1/2 inches?</p> <p>Is the long dimension perpendicular to the dominant direction of travel? [ See 2010 ADA Standards for Accessible Design – 302.3]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable  <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable	 <p>Measurement of grate openings (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
1.18	<p>Is the running slope of the access route no steeper than 1:20, i.e. for every inch of height change there are at least 20 inches of route run? [403.3]</p> <p>Note: If the running slope is steeper than 1:20, treat as a ramp and add features such as edge protection and handrails.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	 <p>Slope measurement:</p> <p>If "Not applicable" marked, indicate why:</p>

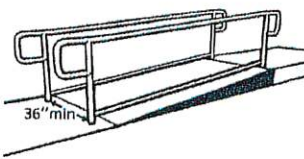

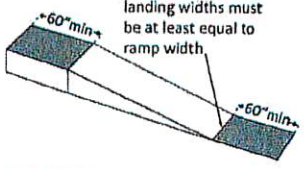
<p>1.19 Is the cross slope of the access route no steeper than 1:48? [403.3]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Slope measurement:           If "Not applicable" marked, indicate why:</p>
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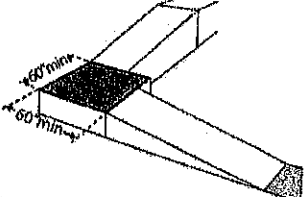
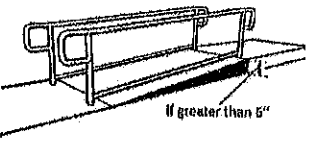
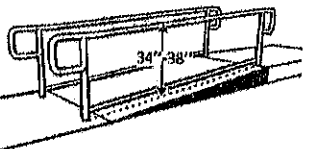
**Curb Ramps**

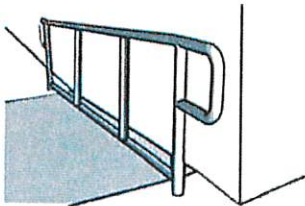
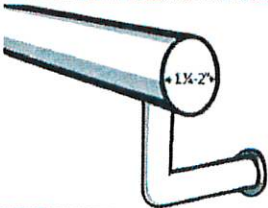
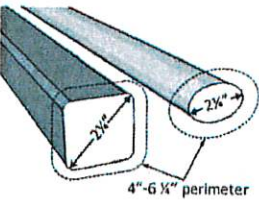
<p>1.20 If the accessible route crosses a curb, is there a curb ramp? [402.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>
<p>1.21 Is the running slope of the curb ramp no steeper than 1:12, i.e. for every inch of height change there are at least 12 inches of curb ramp run? [406.1, 405.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Slope measurement (in inches):           If "Not applicable" marked, indicate why:</p>
<p>1.22 Is the cross slope of the curb ramp, excluding flares, no steeper than 1:48? [406.1, 405.3]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Cross slope measurement (in inches):           If "Not applicable" marked, indicate why:</p>

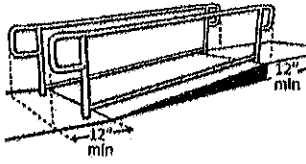
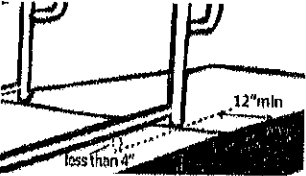
<p>1.23 Is the curb ramp, excluding flares, at least 36 inches wide? [406.1, 405.5]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of ramp width (in inches): If "Not applicable" marked, indicate why:</p>
<p>1.24 At the top of the curb ramp is there a level landing (slope no steeper than 1:48 in all directions) that is at least 36 inches long and at least as wide as the curb ramp? [406.4]</p> <p>If there are curb ramp flares, are the slopes of the flares no steeper than 1:10, i.e. for every inch of height change there are at least 10 inches of flare run? [406.3]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of landing (in inches): Measurement of slope of curb ramp flares (in inches): If "Not applicable" marked, indicate why:</p>
<p>1.25 If the landing at the top is less than 36 inches long, are there curb ramp flares?</p> <p>Are the slopes of the flares no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of flare run? [406.4]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of slope of curb ramp flares (in inches): If "Not applicable" marked, indicate why:</p>

**Ramps** If any portion of the accessible route is steeper than 1:20, it should be treated as a ramp.

<p>1.26 If there is a ramp, is it at least 36 inches wide? [405.5]</p> <p>Note: If there are handrails, measure between the handrails.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of width of ramp (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.27 Is the surface stable, firm and slip resistant? [405.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>1.28 For each section of the ramp, is the running slope no greater than 1:12, i.e. for every inch of height change there are at least 12 inches of ramp run? [405.2]</p> <p>Note: Rises no greater than 3 inches with a slope no steeper than 1:8 and rises no greater than 6 inches with a slope no steeper than 1:10 are permitted when such slopes are necessary due to space limitations.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of slope of ramp (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.29 Is there a level landing that is at least 60 inches long and at least as wide as the ramp:</p>			<p>Measurement of level landing at top of ramp (in inches):</p> <p>Measurement of level landing at bottom of ramp (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p>At the top of the ramp?</p> <p>At the bottom of the ramp? [405.7.2, 405.7.3]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		
<p>1.30 Is there a level landing where the ramp changes direction that is at least 60 x 60 Inches? [405.7.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>	 <p>A perspective diagram of a ramp with a rectangular landing area at a directional change. The landing is shaded and labeled with '60 min' on both its length and width.</p>	<p>Measurement of landing between directional changes (In inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.31 If the ramp has a rise higher than 6 inches, are there handrails on both sides? [405.8]</p> <p>Note: Curb ramps are not required to have handrails.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>	 <p>A perspective diagram of a ramp with handrails on both sides. A dimension line indicates the height of the handrail from the ramp surface, labeled 'If greater than 6"'. The handrails are shown as simple metal bars.</p>	<p>Measurement of ramp rise (In inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>1.32 Is the top of the handrail gripping surface no less than 34 inches and no greater than 38 inches above the ramp surface? [505.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>	 <p>A perspective diagram of a handrail on a ramp. A dimension line indicates the height of the top of the handrail from the ramp surface, labeled '34" - 38"'. The handrail is shown as a simple metal bar.</p>	<p>Measurement of distance of top of handrail from ramp surface (In inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p><b>1.33</b> Is the handrail gripping surface continuous and not obstructed along the top or sides? [505.3]</p> <p>If there are obstructions, is the bottom of the gripping surface obstructed no greater than 20%? [505.6]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p><b>1.34</b> If the handrail gripping surface is circular, is it no less than 1 1/4 inches and no greater than 2 inches in diameter? [505.7.1]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Diameter of handrail gripping surface (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>1.35</b> If the handrail gripping surface is non-circular:</p> <p>Is the perimeter no less than 4 inches and no greater than 6 1/4 inches?</p> <p>Is the cross section no greater than 2 1/4 inches? [505.7.2]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Perimeter of handrail gripping surface (in inches):</p> <p>Cross section of handrail gripping surface (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p><b>1.36</b> Does the handrail:</p> <p>Extend at least 12 inches horizontally beyond the top and bottom of the ramp?</p> <p>Return to a wall, guard, or landing surface? [505.10.1]</p> <p>Note: If a 12 inch extension would be a hazard (in circulation path) it is not required.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Length of handrail beyond the top and bottom of ramp (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>1.37</b> To prevent wheelchair casters and crutch tips from falling off:</p> <p>Does the surface of the ramp extend at least 12 inches beyond the inside face of the handrail?</p> <p>OR</p> <p>Is there a curb or barrier that prevents the passage of a 4-inch diameter sphere?</p> <p>[405.9.1, 405.9.2]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Distance of surface of ramp beyond the inside face of the handrail (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

## 2. Toilet Rooms

### Comments

2.1 If toilet rooms are available to the public, is at least one toilet room accessible? (Either one for each sex, or one unisex.)

- Yes  
 Not applicable

If "Not applicable" marked, indicate why:

2.2 Are there signs at inaccessible toilet rooms that give directions to accessible toilet rooms? [See 2010 ADA Standards for Accessible Design – 216.8]

- Yes  
 Not applicable



If "Not applicable" marked, indicate why:

2.3 If not all toilet rooms are accessible, is there a sign at the accessible toilet room with the International Symbol of Accessibility? [216.8]

- Yes  
 Not applicable



If "Not applicable" marked, indicate why:

### Accessible Route

2.4 Is there an accessible route to the accessible toilet room? [206.2.4]

- Yes  
 Not applicable

If "Not applicable" marked, indicate why:

### Signs at Toilet Rooms

2.5 Do text characters contrast with their backgrounds? [703.5]

- Yes  
 Not applicable

If "Not applicable" marked, indicate why:



Are text characters raised?  
[703.2]

Yes

Is there Braille?  
[703.3]

Not applicable

Is the sign mounted;  
On the wall on the latch side of  
the door?  
[703.4.2]

Yes

Not applicable

Note: Signs are permitted on  
the push side of doors with  
closers and without hold-open  
devices.

With clear floor space beyond  
the arc of the door swing  
between the closed position  
and 45-degree open position,  
at least 18 x 18 inches centered on  
the tactile characters?  
[703.4.2]

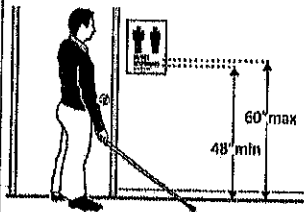
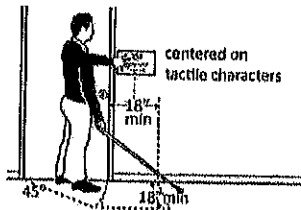
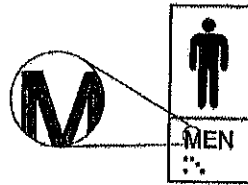
Yes

Not applicable

So the baseline of the lowest  
character is at least 48 inches  
above the floor and the baseline  
of the highest character is no  
more than 60 inches above the  
floor?  
[703.4.1]

Yes

Not applicable

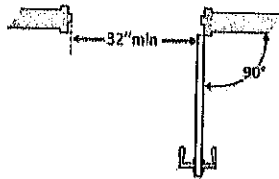


Note: If the sign is at double doors with one active leaf, the sign should be on the inactive leaf; if both leaves are active, the sign should be on the wall to the right of the right leaf.

**Entrance**

2.6 Is the door opening width at least 32 inches clear, between the face of the door and the stop, when the door is open 90 degrees?  
[404.2.3]

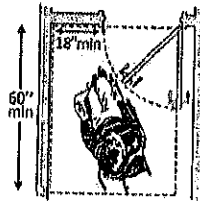
- Yes
- Not applicable



Measurement of door opening (In Inches):  
If "Not applicable" marked, indicate why:

2.7 If there is a front approach to the pull side of the door, is there at least 18 inches of maneuvering clearance beyond the latch side plus 60 inches clear depth?

- Yes
- Not applicable

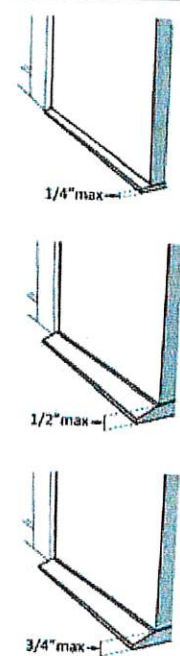



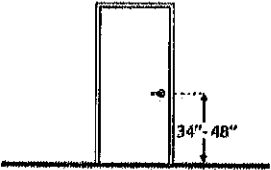
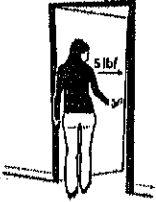
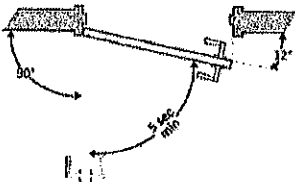
Measurement of clearance on latch side:  
Measurement of depth clearance:  
Slope measurement:  
If "Not applicable" marked, indicate why:

Note: See 2010 Standards 404.2.4 for maneuvering clearance requirements on the push side of the door and side approaches to the pull side of the door

On both sides of the door, is the floor surface of the maneuvering clearance level (no steeper than 1:48)?  
[404.2.4]

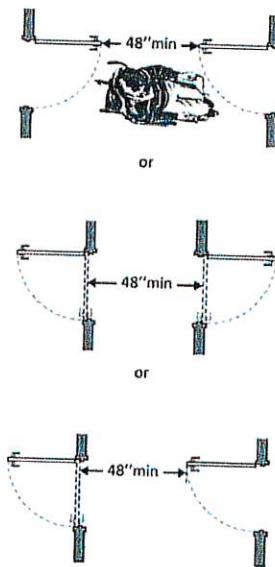
- Yes
- Not applicable

<p>2.8 If the threshold is vertical is it no more than ¼ inch high?</p> <p>Or</p> <p>No more than ½ inch high with the top ¼ inch beveled no steeper than 1:2, if the threshold was installed on or after the 1991 ADA Standards went into effect (1/26/93)?</p> <p>Or</p> <p>No more than ¾ inch high with the top ½ inch beveled no steeper than 1:2, if the threshold was installed before the 1991 ADA Standards went into effect (1/26/93)? [404.2.5, 303.2]</p> <p>Note: The first ¼ inch of the ½ or ¾ inch threshold may be vertical; the rest must be beveled.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>	 <p>1/4" max →</p> <p>1/2" max →</p> <p>3/4" max →</p>	<p>Measurement of threshold:</p> <p>If "Not applicable" marked, indicate why:</p>
<p>2.9 Is the door equipped with hardware that is operable with one hand and does not require tight grasping, pinching or twisting of the wrist? [404.2.7]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

<p><b>2.10</b> Are the operable parts of the door hardware mounted no less than 34 inches and no greater than 48 inches above the floor? [404.2.7]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of distance between door hardware and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>2.11</b> Can the door be opened easily (5 pounds maximum force)? [404.2.9]</p> <p>Note: You can use a pressure gauge or fish scale to measure force. If you do not have one you will need to judge whether the door is easy to open.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>
<p><b>2.12</b> If the door has a closer, does it take at least 5 seconds to close from an open position of 90 degrees to a position of 12 degrees from the latch? [404.2.8.1]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>

2.13 If there are two doors in a series, e.g. vestibule, is the distance between the doors at least 48 inches plus the width of the doors when swinging into the space?  
[404.2.6]

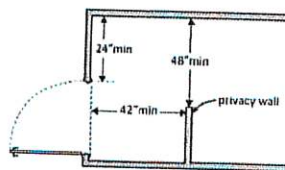
- Yes
- Not applicable



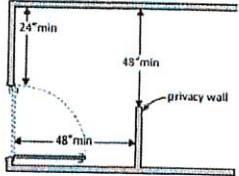

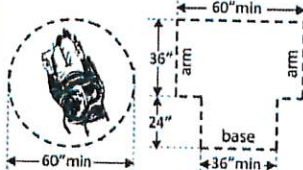
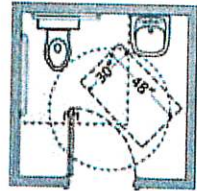
Measurement of distance between doors (in inches):  
If "Not applicable" marked, indicate why:

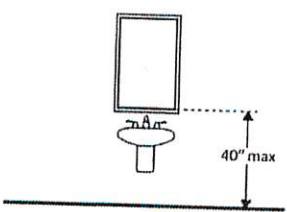
2.14 If there is a privacy wall and the door swings out, is there at least 24 inches of maneuvering clearance beyond the door latch side and 42 inches to the privacy wall?  
[404.2.4]

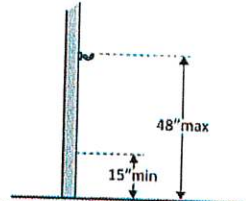
- Yes
- Not applicable



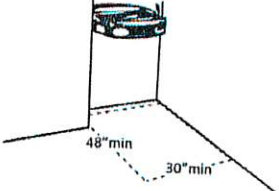
Measurement of maneuvering clearance (in inches):  
If "Not applicable" marked, indicate why:

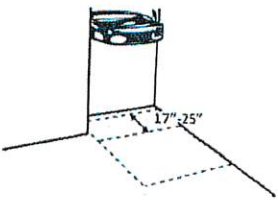
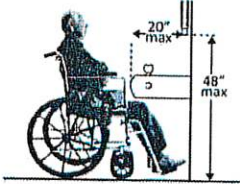
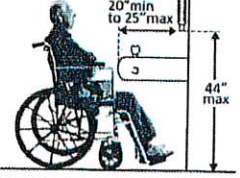
<p>2.15 If there is a privacy wall and the door swings in, is there at least 24 inches of maneuvering clearance beyond the door latch side and at least 48 inches to the privacy wall if there is no door closer or at least 54 inches if there is a door closer? [404.2.4]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of maneuvering clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<b>In the Toilet Room</b>			
<p>2.16 Is there a clear path to at least one of each type of fixture, e.g. lavatory, hand dryer, etc., that is at least 36 inches wide? [403.5.1]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of clear path (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>2.17 Is there clear floor space available for a person in a wheelchair to turn around, i.e. a circle at least 60 inches in diameter or a T-shaped space within a 60-inch square? [603.2.1]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>2.18 In a single user toilet room, if the door swings in and over a clear floor space at an accessible fixture, is there a clear floor space at least 30 x 48 inches beyond the swing of the door? [603.2.3 Exception 2]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p>2.19 If the mirror is over a lavatory or countertop, is the bottom edge of the reflecting surface no higher than 40 inches above the floor?</p> <p>Or</p> <p>If the mirror is not over the lavatory or countertop, is the bottom edge of the reflecting surface no higher than 35 inches above the floor?*</p> <p>[603.3]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of distance from bottom of mirror to floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
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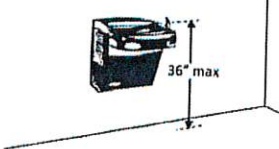
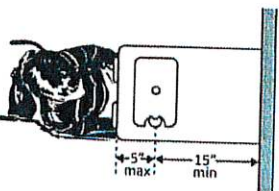
<p>2.20 If there is a coat hook, is it no less than 15 inches and no greater than 48 inches above the floor?</p> <p>[603.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of distance between hook and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
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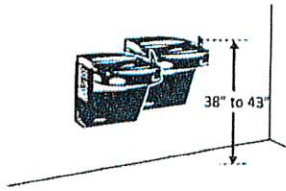
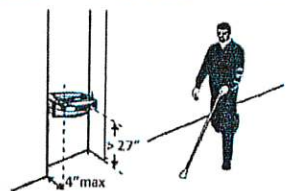
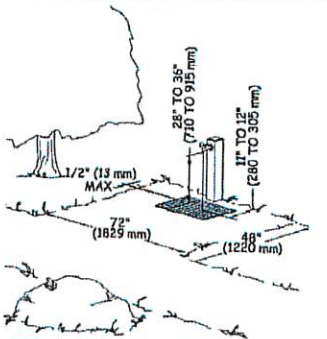
**3. Additional Access** **Comments**

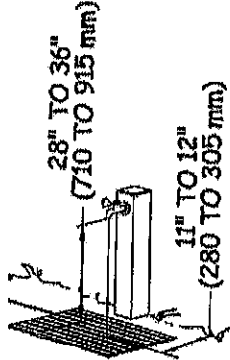
<b>Drinking Fountains, Water Hydrants and Water Spouts</b>			
<p>3.1 Does at least one drinking fountain have a clear floor space at least 30 inches wide x at least 48 inches long centered in front of it for a forward approach?</p> <p>[See 2010 ADA Standards for Accessible Design – 602.2]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p>3.2 If there is a forward approach, do no less than 17 inches and no greater than 25 inches of the clear floor space extend under the drinking fountain? [306.2.2, 306.2.3]</p> <p>Note: If the drinking fountain is primarily for children's use and the spout is no more than 30 inches above the floor and no more than 3 1/2 inches from the edge of the unit, a parallel approach is permitted.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of clear floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.3 If the drinking fountain is no deeper than 20 inches, are the operable parts no higher than 48 inches above the floor? [308.2.2]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of distance between operable parts and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.4 If the drinking fountain is no less than 20 inches and no greater than 25 inches deep, are the operable parts no higher than 44 inches above the floor? [308.2.2]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of distance between operable parts and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

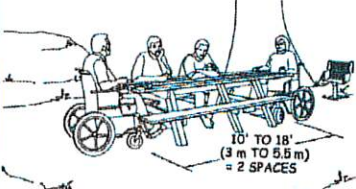
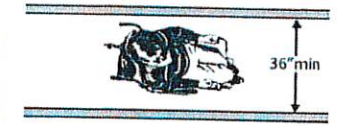
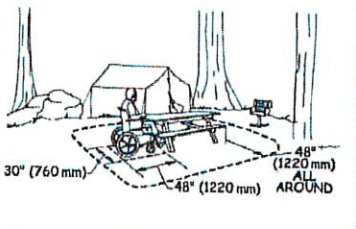


<p>3.5 Can the control be operated with one hand and without tight grasping, pinching or twisting of the wrist?</p> <p>Is the force required to activate the control no more than 5 pounds? [309.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>3.6 Is the spout outlet no higher than 36 inches above the floor? [602.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of distance between spout outlet and floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.7 Is the spout:</p> <p>At least 15 inches from the rear of the drinking fountain?</p> <p>No more than 5 inches from the front of the drinking fountain? [602.5]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of distance of spout from rear of fountain (in inches):</p> <p>Measurement of distance of spout from front of fountain (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p><b>3.8</b> If there is more than one drinking fountain, is there at least one for standing persons? [211.2]</p> <p>Is the spout outlet no lower than 38 inches and no higher than 43 inches above the floor? [602.7]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable  <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of distance of spout from floor (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>3.9</b> If the leading (bottom) edge of the fountain is higher than 27 inches above the floor, does the front of the fountain protrude no more than 4 inches into the circulation path? [307.2]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of fountain protuberance into circulation path (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>3.10</b> For a hydrant, is there a minimum of 72 by 48 inches of clear ground space, with the long side of the space adjoining the accessible route? [1011]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p><b>3.11</b> Is the water spout between 11 and 12 inches from the rear center of the long side, so that people using mobility devices can approach and operate the water spout from either side?</p> <p>AND</p> <p>Is the water spout between 28 and 36 inches above the ground?</p> <p>AND</p> <p>Are the operable parts of the water spout, such as handles or levers, between 15 and 48 inches above the ground? [1011]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>	 <p>The diagram shows a water spout with two vertical measurement lines. The first line, on the left, indicates a height of 28" TO 36" (710 TO 915 mm) from the ground to the top of the spout. The second line, on the right, indicates a height of 11" TO 12" (280 TO 305 mm) from the ground to the center of the spout. A horizontal line at the top of the spout indicates the distance from the rear center of the long side to the water spout.</p>	<p>Measurement of distance from water spout to rear center of long side (In Inches):</p> <p>Measurement of distance from water spout to ground (In inches):</p> <p>Measurement of distance from operable parts to ground (In Inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>3.12</b> Are the operable parts operable using one hand without tightly grasping, pinching, or twisting the wrist, using no more than five pounds of force? [1011]</p> <p>Note: Water hydrants with compliant operable parts may not yet be commercially available. The U.S. Forest Service has patented an accessible handpump and has provided information about ordering at <a href="http://www.fs.fed.us/recreation/programs/accessibility">www.fs.fed.us/recreation/programs/accessibility</a>.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

**Picnic Tables**

<p><b>3.13</b> Are at least 20%, but no fewer than one, of picnic tables accessible for people who use wheelchairs? [226.1]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Total # of tables: # of accessible tables: If "Not applicable" marked, indicate why:</p>
<p><b>3.14</b> Is there at least one wheelchair seating space a minimum of 30 by 48 inches for every 24 linear feet of usable space around the perimeter of a tabletop (i.e., one space for tables up to nine feet, two spaces for tables between 10 and 20 feet, etc.)? [226.1]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p><b>3.15</b> Is there a route at least 36 inches wide to accessible seating? [403.5.1]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of accessible route (in inches): If "Not applicable" marked, indicate why:</p>
<p><b>3.16</b> Is there a clear ground space at least 30 inches wide by at least 48 inches long for a forward approach at each accessible seating space? AND Is there a clear ground space at least 48 inches wide around the usable portions of the table? [See Outdoor Developed Areas: A Summary of Accessibility Standards]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable  <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of clear ground space (in inches): If "Not applicable" marked, indicate why:</p>

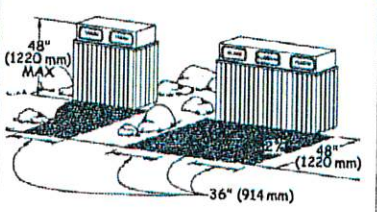
for Federal Outdoor Developed Areas – 1011.2, 1011.4]			
<p>3.17 Is there knee space at least 27 inches high and at least 30 inches wide?</p> <p>AND</p> <p>Is there a toe clearance of at least nine inches above the ground and extending at least five inches beyond the knee clearance? [1011.2, 1011.4]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Measurement of knee space (in inches):</p> <p>Measurement of toe clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.18 Does the slope of the clear ground space not exceed 1:48 (2%) in any direction?</p> <p>OR</p> <p>Not exceed 1:33 (3%) for unpaved surfaces or surfaces not built with boards? [1011.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Measurement of slope (in inches):</p>

**Benches**

<p>3.19 Is there a minimum of 36 by 48 inches of clear ground space provided next to the bench, with one side of the clear space adjoining (but not overlapping) the accessible route? [1011.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>3.20 Is the bench seat a minimum of 42 inches long, 20 to 24 inches deep, and 17 to 19 inches above the ground? [1011.2]</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>

<p>3.21 Does the bench have a back support that runs the full length of the seat and at least one arm rest? [1011.2]</p> <p>Note: It is recommended that the arm rest either be centered on the bench or be placed at the end farthest from the clear space, to ensure a person using a mobility device can transfer from the device to the bench and back.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		If "Not applicable" marked, indicate why:
<p>3.22 Do at least 20% of the benches, but no less than one, comply with the above requirements? [1011]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		Number of benches that comply:  If "Not applicable" marked, indicate why:

**Trash and Recycling Receptacles**

<p>3.23 Is there a clear ground space at least 30 inches wide by at least 48 inches long for a forward approach to the receptacle opening?</p> <p>OR</p> <p>Is there a clear ground space at least 30 inches wide by at least 60 inches long for a side approach to the receptacle opening?          [See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas – 1011.2, 1011.3]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		Measurement of clear ground space (in inches):  If "Not applicable" marked, indicate why:
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<p>3.24 Are the operable parts of the receptacles, such as handles or latches, no less than 15 inches and no more than 48 inches above the ground? [1011.2, 1011.3]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of distance between operable parts and ground (in inches):  If "Not applicable" marked, indicate why:</p>
<p>3.25 Are the operable parts maneuverable with one hand without requiring tight grasping, pinching or twisting of the wrist? [1011.2, 1011.3]</p> <p>Note: Receptacles that keep out large animals and that also meet accessibility standards are currently not commercially available. Additionally, dumpster-type trash and recycling receptacles are not required to comply with the technical requirements for operable parts because the openings are typically more than 48 inches above the ground.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>3.26 Does the slope of the clear ground space not exceed 1:48 (2%) in any direction?</p> <p>OR</p> <p>Not exceed 1:33 (3%) for unpaved surfaces or surfaces not built with boards? [1011.2]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>Measurement of slope (in inches):</p>

**Trailhead Signs**

<p><b>3.27</b> Does the trailhead sign provide information about the accessible characteristics of the trail (regardless of whether the trail complies with the accessible requirements for trails)? Specifically, does the sign provide information about the following?</p> <ul style="list-style-type: none"> <li>• Length of trail</li> <li>• Type of trail surface</li> <li>• Typical and minimum tread width</li> <li>• Typical and maximum trail grade</li> <li>• Typical and maximum trail cross slope</li> <li>• Height of any major obstacles in the trail tread</li> <li>• Ability to post caution notices about current trail conditions</li> </ul> <p>[See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas – 1017.10]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p><b>3.28</b> If the trailhead sign also provides racks or bins for maps and brochures, is the trailhead sign centered at the rear of a 30 by 48 inch-minimum clear ground space?</p> <p>AND</p> <p>is the slope of the clear ground space no greater than 1:20 (5%) in any direction?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of clear ground space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>



<p>AND</p> <p>Are the racks/bins located a minimum of 15 inches and a maximum of 48 inches about the ground?</p> <p>AND</p> <p>Are the racks/bins operable using one hand without tightly grasping, pinching or twisting the wrist, with no more than five pounds of pressure? [1017.10]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		
<p><b>3.29</b> If the trailhead sign identifies the name of the trail, does the name of the trail comply with the technical requirements for visual characters in section 703.5 of the ABA Standards (<a href="https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/aba-standards/chapter-7-communication-elements-and-features">https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/aba-standards/chapter-7-communication-elements-and-features</a>)? Specifically, these technical features relate to contrast of the characters and their background, and the character size and style. [1017.10]</p> <p>Note: Tactile characters, Braille and the International Symbol of Accessibility are not required on trailhead information signs.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

**Viewing Areas and Overlooks**

**3.30** Does the viewing area or overlook provide a clear ground space at least 36 by 48 inches that is positioned for either a forward or parallel approach?

- Yes
- Not applicable

AND

Is there one full, unobstructed side of the clear ground space adjoining the accessible route?

- Yes
- Not applicable

[See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas – 1015.2, 1015.3]

Measurement of clear ground space (in inches):

If "Not applicable" marked, indicate why:

**3.31** Is the viewing space adjacent to the clear ground space?

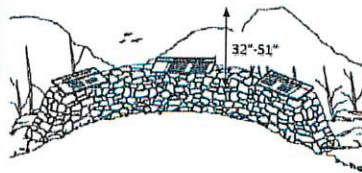
- Yes
- Not applicable

AND

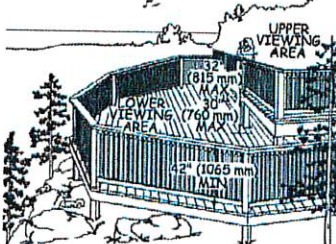
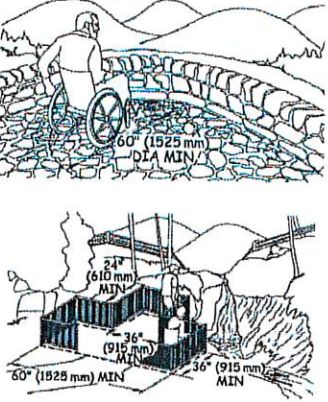
Is the viewing space free and clear of obstructions between 32 and 51 inches above the ground, extending the full width of the clear ground space?

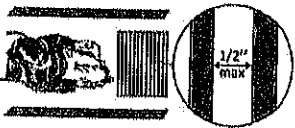
- Yes
- Not applicable

[1015.2, 1015.3]



If "Not applicable" marked, indicate why:

<p>3.32 If there is a dropoff of more than 30 inches, does the viewing area or overlook have railings or other barriers that comply with the height and opening requirements of the International Building Code, sections 1012.2 and 1012.3?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>
<p>3.33 If railings or other barriers are used, do they still provide for an unobstructed view for someone using a mobility device, such as a wheelchair? [1015.2, 1015.3]</p> <p>Note: See-through glass panels are an example of a safety barrier that still provides unobstructed viewing.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>If "Not applicable" marked, indicate why:</p>
<p>3.34 Does the viewing area or overlook provide a turning space at least 60 inches in diameter?</p> <p>OR</p> <p>A T-shaped space with an arm at least 60 by 36 inches and a base at least 36 by 24 inches, to allow people using mobility devices the ability to turn around? [1015.4]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable  <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of turning space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

<p><b>3.35</b> Does the slope of the clear ground space of the viewing area or overlook not exceed 1:48 (2%) in any direction?</p> <p>OR</p> <p>Not exceed 1:33 (3%) for unpaved surfaces or surfaces not built with boards? [1015.5, 1015.6]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of slope (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p><b>3.36</b> Are any openings in the clear ground space or turning space (such as between boards on an overlook deck) no larger than 1/2 inch?</p> <p>AND</p> <p>Is the long dimension perpendicular to the dominant direction of travel? [ See 2010 ADA Standards for Accessible Design – 302.3]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of space of openings (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

#### 4. Trail Facilities

#### Comments

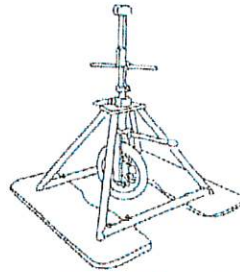
4.1 Does the trail project meet one of the exceptions that preclude following the ADA technical specifications? If yes, please indicate which exception.

- Compliance would substantially alter the intended purpose of the trail.
- Compliance would substantially alter the nature of the setting of the trail.
- Compliance would not be feasible due to terrain.
- Compliance would require construction activities that are prohibited by policy or law.
- Compliance would impact a protected cultural, historic, natural or environmental resource.

#### Trails

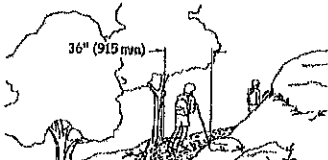

4.2 Is the trail surface firm and stable?  
[See Outdoor Developed Areas: A Summary of Accessibility Standards for Federal Outdoor Developed Areas – 1017.2]



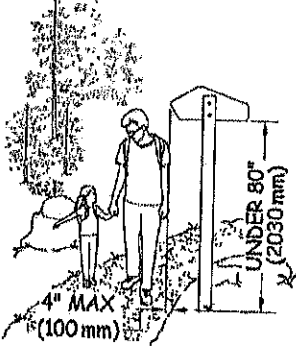
- Yes
- Not applicable

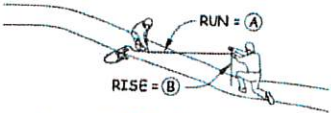
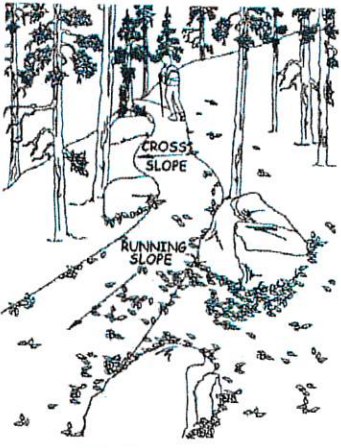


Note: It is recommended using a rotational penetrometer (RP) to evaluate firmness and stability.

Indicate surface material:  
If "Not applicable" marked, indicate why:

<p>4.3 Is there a clear tread width a minimum of 36 inches? [1017.3]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>Measurement of clear tread width (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>4.4 On unpaved or natural surface trails, are tread obstacles less than two inches high?</p> <p>OR</p> <p>On a trail surface of paved material (asphalt, concrete, paving blocks, and so forth) or built with boards (wood planks, heavy timber, concrete, fiberglass, or other manufactured material), are tread obstacles a maximum of one-half inch in height at their highest point?</p> <p>AND</p> <p>On any trail tread, are obstacles separated by a minimum of 48 inches where possible, particularly where obstacles cross the entire tread width? [1017.5]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

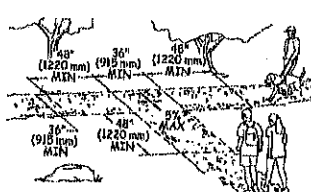
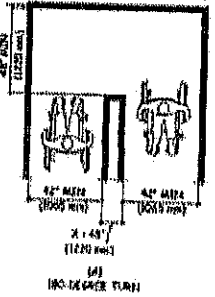
<p>4.5 Are openings in the trail surface (such as gaps in boardwalks) small enough that a sphere more than one-half inch in diameter cannot pass through? [1017.6]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>4.6 Where possible, are the openings in boardwalks or bridge decking perpendicular to the direction of travel? [1017.6]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>4.7 Protruding objects are defined as constructed features such as signs that extend into the clear width area of a trail, resting interval, or passing space, that are between 27 inches and 80 inches above the travel surface.</p> <p>Are protruding objects extending into the clear width area kept to a minimum of four inches? [1017.9]</p> <p>Note: Protruding object requirements do not apply to natural features, such as tree branches, rock formations, and trails that pass beneath rock ledges or through caves. Regular maintenance is required, however, to ensure brush, limbs, trees, logs and other hazards be removed from</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

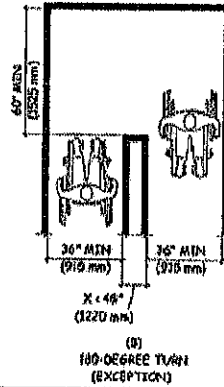
<p>the edge of the trail.</p>			
<p><b>4.8</b> Running slope is the ratio of vertical distance to horizontal distance, or rise to run. For instance, a slope ration of 1:20 means that, for every foot of vertical rise, there are 20 feet of horizontal distance (or 5% grade).</p> <p>Does no more than 30% of the running slope (or grade) exceed 1:12 (8.33%)? [1017.7.1]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>	 <p> <math>B \div A = C</math> SLOPE PER FOOT (METER)  <math>100 \times C = \text{SLOPE } \%</math>  <math>A \div B = D</math>          SLOPE RATIO = 1 : D       </p>	<p>If "Not applicable" marked, indicate why:</p>
<p><b>4.9</b> Cross slope is the side-to-side slope of a trail tread. Some cross slope is necessary to provide drainage.</p> <p>On unpaved or natural surface trails, is the cross slope less than 1:20 (5% grade)?</p> <p>OR</p> <p>On a trail surface of paved material (asphalt, concrete, paving blocks, and so forth) or built with boards (wood planks, heavy timber, concrete, fiberglass, or other manufactured material), is the cross slope less than 1:45 (2% grade)? [101.7.2]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>



<p><b>4.10</b> Resting intervals are relatively level areas that provide opportunity for people to stop and catch their breath.</p> <p>If the running slope is steeper than 1:20 (5% grade) but less than 1:12 (8.33% grade), are there resting intervals located a minimum of every 200 feet?</p> <p>OR</p> <p>If the running slope is steeper than 1:12 (8.33% grade) but less than 1:10 (10% grade), are there resting intervals located a minimum of every 30 feet?</p> <p>OR</p> <p>If the running slope is steeper than 1:10 (10% grade) but less than 1:8 (12% grade), are there resting intervals located a minimum of every 10%.</p> <p>[1017.7.1]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
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<p>4.11 If the resting interval is adjacent to the trail tread, does it comply with the standard set forth in ABA 304.3.2? (The turning space shall be a T-shaped space within a 60-inch square minimum with arms and base 36 inches wide minimum. Each arm of the T shall be clear of obstructions 12 inches minimum in each direction and the base shall be clear of obstructions 24 inches minimum.)</p> <p>OR</p> <p>If the resting interval is beside the trail, is it at least 60 inches long and at least 36 inches wide? [1017.8]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>
<p>4.12 For a tread width of less than 60 inches, are there passing spaces provided at intervals of at least 1,000 feet that are a minimum of 60 by 60 inches? [1017.4]</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> Not applicable</p>		<p>If "Not applicable" marked, indicate why:</p>

<p>4.13 At a T-intersection of two trails, do the arms and stem of the T-shaped space extend at least 48 inches beyond the intersection to allow someone adequate space in which to turn around? [1017.4]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>	 <p>The diagram shows a T-intersection where a stem trail crosses two arms. The stem extends 48 inches (1220 mm) minimum beyond the intersection. The arms also extend 48 inches (1220 mm) minimum. A 30-degree angle is indicated between the stem and the arms. A person is shown turning around the intersection.</p>	<p>If "Not applicable" marked, indicate why:</p>
<p>4.14 Where gates, barriers or directional changes require users to make 90-degree or 180-degree turns, is there a minimum of 48 inches of turn clearance for a 42-inch-wide tread width?  OR  Is there a minimum of 60 inches of turn clearance for a 36-inch-wide tread width? [1017.3]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not applicable</p>	 <p>The diagram shows a 90-degree turn in a rectangular frame. The vertical clearance is 48 inches (1220 mm). The horizontal tread width is 42 inches (1067 mm). A person is shown making the turn. The text below the diagram reads: "48" MIN (1220 mm)", "42" MIN (1067 mm)", "42" MIN (1067 mm)", "48" MIN (1220 mm)", "90 DEGREE TURN".</p>	<p>Measurement of turn clearance (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>



**Trailside Shelters**

**4.15** Does the shelter provide transfer access (raised access) at the entrance by providing a clear ground space at least 36 by 48 inches which is parallel to the open side of the shelter and adjoin the trail tread?  
[1014.2.1]

- Yes
- Not applicable

OR


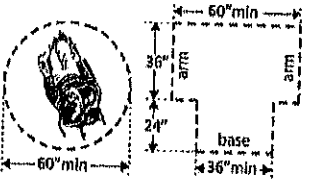
Does the shelter provide roll-in access with a level entry route or a sloped entry route no more than 1:48 (2%)?  
[1014.2.2]

- Yes
- Not applicable

Measurement of clear ground space (in inches):

Measurement of clear ground space (in inches):

If "Not applicable" marked, indicate why:

<p>4.16 For transfer access (raised access), is the shelter floor at the entrance or opening no less than 17 or no more than 19 inches high, to enable people using mobility devices the ability to pull alongside the shelter and transfer from the device to the shelter floor and back? [1014.2.1]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of distance from raised access to ground (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>4.17 For roll-in access, is there a turning space at least 60 inches in diameter or a T-shaped space with an arm at least 60 by 36 inches and a base at least 36 inches wide and 24 inches long inside the shelter? [1014.2.2]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Measurement of turning space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>
<p>4.18 If the floor surface is constructed of asphalt, concrete or boards, is the slope of the floor surface no more than 1:48 (2%) in any direction?</p> <p>OR</p> <p>If the floor surface is constructed with other materials, is the slope of the floor surface no greater than 1:20 (5%) in any direction? [1014.3]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Not applicable  <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable		<p>Slope of floor space (in inches):</p> <p>Slope of floor space (in inches):</p> <p>If "Not applicable" marked, indicate why:</p>

**Exhibit E**  
**Scope of Services**



### Scope of Services

General scope of services includes the complete design and preparation of contract documents (plans, specifications, and estimates) for a new bridge structure spanning Perche Creek as part of the first phase of the Perche Trail. Bidding and Construction to be administered by the City of Columbia with TWM providing bidding assistance and construction phase services as outlined below in the detailed scope of services.

#### I. SCOPE OF SERVICES - BASIC SERVICES

1. Project Management:
  - a. Meetings with City Staff. Total of three (3) meetings are anticipated (pre-design, preliminary design review, and final design review).
  - b. General Project Management. Includes project correspondence such as emails, meeting minutes, phone calls, and all other coordination between consultants, subconsultants, and client during the design and construction of the project. Includes financial tracking and preparation of project invoices.
  - c. Utility Coordination.
2. Field Surveys and Data Collection
  - a. Complete topographic survey of project limits, including utility locates.
  - b. Review and tie-in with adjacent trail survey as needed.
3. Preliminary Design Phase
  - a. Geotechnical Coordination. Includes coordination with geotechnical firm and requesting additional information to evaluate substructure types not currently recommended in the provided report.
  - b. Investigate Bridge Alternatives. Includes evaluation of different span arrangements and structure types along with construction cost estimates to determine cost-effective bridge solutions. An email report will be provided summarizing alternative options and estimated costs.
  - c. Preliminary Hydraulics. Includes reviewing the feasibility of the bridge alternatives for conformance with the provided hydraulic report. Additional hydraulic analysis will be performed if necessary, depending on selected span arrangement.
  - d. Preliminary Bridge Design (50%). Includes preliminary bridge design calculations and plan production for selected bridge alternative. Drawings will include at a minimum a Type, Size, and Location (TS&L) sheet, General Notes and Hydraulic Data sheet, and preliminary Abutment/Substructure sheet(s). A list of anticipated job special provisions (JSP's) and a construction cost estimate will also be provided.
  - e. Preliminary Trail Design (50%). Set profile grade and determine necessary slopes and bridge runoff for tie-in with the adjacent trail profile. Preliminary cross sections, drainage, and fencing (if needed) will also be included.
  - f. City Plan Review and Permits. Includes permits described below and addressing all plan review comments.
    - i. City of Columbia - Site Development Permit
    - ii. USACE 404 Permit
4. Final Design Phase
  - a. Final Hydraulics. Includes verifying final bridge layout meets the requirements of a no-rise condition. Prepare final hydraulic report if needed for selected span arrangement.
  - b. Final Bridge Design (100%). Final signed and sealed PS&E. Includes final bridge design calculations and plan production for a complete set of contract drawings. Also includes updated construction cost estimate.
  - c. Final Trail Design (100%). Final signed and sealed PS&E. Includes final plan and profile sheets, cross sections, drainage and erosion control, and fencing details (if needed) for trail tie-ins at the end of the bridge.
  - d. Project Specifications. Includes preparation of project specifications using MoDOT standard specs and technical Job Special Provisions (JSP's). Also includes assisting the City of Columbia with front end specifications if needed.



5. Bidding Phase

- a. Address Bidder's Questions. Includes addressing bidders questions in a timely manner and preparing any necessary addendums during bid time.
- b. Pre-Bid Meeting – Attend one Pre-bid meeting.
- c. Assist with Bid Evaluations – Includes reviewing the bid values and number of qualified bidders to assist the City with contractor selection.

6. Construction Phase

- a. Shop Drawing Review. Includes review of project required shop drawings.
- b. RFI Review. Includes review and response of all contractor issued RFIs.
- c. Pre-construction Meeting. Attend one Pre-construction meeting.
- d. Construction Site Visits. Includes four (4) construction visits while construction is ongoing.
- e. Materials and Compaction Testing. To be performed by Engineering Surveys and Services (ESS). Includes three (3) trips for concrete testing and four (4) trips for soil compaction testing.

II. ITEMS NOT INCLUDED IN SCOPE, BUT CAN BE ADDED FOR ADDITIONAL FEE:

- ROW and/or Boundary Survey.
- Hydraulic survey and/or generation of a HEC-RAS model.
- Additional soil borings or Geotechnical Engineering Subconsultant.
- Permitting not included in the above Basic Services.
- Basic Services and corresponding fee assume a pre-engineered truss superstructure. If an alternative superstructure type is selected for final design additional fee may be required. Combined design fee and construction cost will be used when evaluating superstructure types.
- On-site inspections and materials testing not included in the above Basic Services.

III. PROPOSED SCHEDULE (Working Days)

- Field Surveys and Data Collection: 20 Working Days
- Preliminary (50%) Design Phase: 25 Working Days
- City Review of Preliminary (50%) Design: 20 Working Days (not included in consultant working days)
- Final (100%) Design Phase: 30 Working Days
- City Review of Final (100%) Design: 10 Working Days (not included in consultant working days)
- **Total = 75 Working Days (excluding city review)**
- **Total = 105 Working Days (including city review)**



**Exhibit F**  
**Hourly Fee Schedule**



EXHIBIT F

THOUVENOT, WADE & MOERCHEN, INC.  
SCHEDULE OF FEES

Principal .....	\$207.00
Senior Engineer .....	\$180.00
Senior Project Manager .....	\$180.00
Project Engineer V .....	\$176.00
Project Engineer IV .....	\$171.00
Project Engineer III .....	\$147.00
Project Engineer II .....	\$139.00
Project Engineer I .....	\$133.00
Project Manager IV .....	\$170.00
Project Manager III .....	\$155.00
Project Manager II .....	\$138.00
Project Manager I .....	\$123.00
Senior Structural Engineer .....	\$180.00
Structural Engineer V .....	\$178.00
Structural Engineer IV .....	\$171.00
Structural Engineer III .....	\$163.00
Structural Engineer II .....	\$152.00
Structural Engineer I .....	\$142.00
Survey Crew (3 person crew) .....	\$262.00
Survey Crew (2 person crew) .....	\$196.00
Survey Crew (2 person crew w/Robotics or GPS) .....	\$208.00
Survey Crew (1 person w/Robotics or GPS) .....	\$149.00
Survey Crew (2 person w/3D Scanner) .....	\$266.00
Survey Crew (1 person w/3D Scanner) .....	\$207.00
Engineer II .....	\$113.00
Engineer I .....	\$106.00
Surveyor V .....	\$170.00
Surveyor IV .....	\$155.00
Surveyor III .....	\$138.00
Surveyor II .....	\$121.00
Surveyor I .....	\$107.00
Construction Observation (Non-Professional Engineer) .....	\$117.00
3D Scanning Technician .....	\$150.00
Technician V .....	\$104.00
Technician IV .....	\$94.00
Technician III .....	\$88.00
Technician II .....	\$82.00
Technician I .....	\$74.00
Jr. Technician .....	\$52.00
Senior Electrical Designer .....	\$132.00
Senior Transportation Designer .....	\$131.00
IT Manager .....	\$137.00
Systems Administrator .....	\$118.00
Cad Manager .....	\$118.00
Cad Designer III .....	\$109.00
Cad Designer II .....	\$102.00
Cad Designer I .....	\$88.00
Accountant III .....	\$123.00
Accountant II .....	\$103.00
Accountant I .....	\$89.00
Word Processing .....	\$76.00
Air & Vacuum Testing 2 Technicians w/ Equipment .....	\$209.00
Live Sewer Testing .....	\$269.00
Mandrel Testing 2 Technicians w/ Equipment .....	\$193.00
Live Sewer Testing .....	\$253.00
Video Testing 1 Technician w/ Equipment .....	\$224.00
2 Technicians w/Equipment .....	\$306.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Rentals (per Day)	\$76.00
Travel (Non local) per Mile at current GSA rate.	

**Exhibit G**  
**Work Authorization Affidavit**

**EXHIBIT G, continued**

*(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)*

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that Thouvenot, Wade & Moerchen, Inc. (**Business Entity Name**) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the Recreational Trails Program project with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the project sponsor's name and the MOU signature page completed and signed by the project sponsor's and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

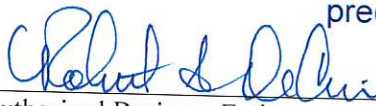
Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted:  
Missouri Department of Transportation

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: 02/21/2022

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: n/a - annual prequalification  
(if known)

Robert S. DeConcini  
Authorized Business Entity Representative's  
Name (Please Print)

  
Authorized Business Entity  
Representative's Signature

181688  
E-Verify MOU Company ID Number

rdeconcini@twm-inc.com  
E-Mail Address

Thouvenot, Wade & Moerchen, Inc.  
Business Entity Name

01/12/2023  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date