

CONTRACT FOR ABATEMENT WORK

This Contract for Abatement Work ("Agreement") is made and entered into as of _____, by and between _____ ("Contractor"), the Land Clearance for Redevelopment Authority for the County of St. Louis ("Owner"), with respect to the provision by Contractor to Owner of certain labor, materials, equipment and related work and services in connection with a PCB remediation project at the MET Center, located at 6347 Plymouth Avenue, Wellston, MO 63133 ("Project"). The Project is funded in whole or in part by EPA Brownfields funding and other Owner-identified funding sources. Federal funding requirements, including Davis-Bacon Act requirements, apply to all work for this Project. The applicable Davis-Bacon wage determination is attached in Appendix B and is incorporated herein by reference.

SECTION 1

Contract Documents

1. As used herein, the term "Contract Documents" consist of (a) the requirements and directions with respect to the Work set forth in Exhibit A hereto, specifically including but not limited to the EPA-Approved 40 CFR §761.61(c) Cleanup Plan (EWI, January 12, 2026) and EPA Approval Conditions; (b) this Agreement; (c) all other Exhibits attached hereto; (d) any Addenda issued by the Owner with respect to the Work; and (e) the RFP and Contractor's bids documents, incorporated herein by reference. The Contract Documents form the Agreement. All Contract Documents and Exhibits to this Agreement are fully incorporated into this Agreement by reference and are as fully a part of this Agreement as if repeated in their entirety in this Agreement. References herein to the "Site" shall mean the location of the Project and any areas therein or adjacent thereto where the Work is to be performed and/or the Contractor is permitted to store or stage the Work and/or any equipment or tools.

2. In the event of a conflict among any of the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in Article 1, Section 1 above, except: (1) that a change order or amendment signed by both parties shall take precedence over that portion of any other Contract Document which is modified by change order or amendment; and (2) with respect to conflicts or ambiguities as to the nature and extent of the Work to be performed, all labor, services or other items necessary for the execution of the Work and any labor, services or other items which are reasonably inferable as necessary to complete the Work within the limits established by the Contract Documents, shall be considered as part of the Contract Documents and shall be executed by the Contractor in the same manner and with the same character and quality of material as other portions of the Work, without increase in the Contract Sum or extension of the Completion Date. In the event of duplications or conflicts among the Contract Documents relating to the quality of Work to be performed or the equipment to be provided, the Contractor shall notify the Owner of the conflict and obtain the Owner's direction as to the resolution of the duplication or conflict before proceeding with any affected Work.

SECTION 2

Scope of Work

1. The Project involves the implementation of a facility-wide polychlorinated biphenyls ("PCBs") remediation program under the EPA-approved 40 CFR §761.61(c) Risk-Based Cleanup and Disposal Application. The Work includes removal and treatment of PCB-impacted coatings, sealants, porous substrates, and dust reservoirs; HVAC cleaning and protection; verification sampling; waste management and disposal under TSCA; and documentation supporting institutional controls and long-term operations and maintenance. The building will remain partially occupied during the Project. The

Project is funded in whole or in part by EPA Brownfields funding and other Owner-identified funding sources. Federal funding requirements, including applicable Davis-Bacon Act requirements and the Davis-Bacon wage determination, are attached as Appendix B and incorporated herein by reference.

2. Pursuant to this Agreement, Contractor shall be responsible to completely, properly and safely (a) abate, remove, manage, and dispose of all PCBs and other hazardous materials and associated debris, structures and items as identified in and required by the Contract Documents (collectively, the "Subject Materials"), in accordance with the requirements of the Contract Documents, including the requirements and directions set forth in Exhibit A hereto. As used herein, the term "Work" shall mean, and the Contractor shall be required to perform or provide, all labor, supervision, materials, equipment, tools, supplies, taxes, permits and all other property and services necessary to perform timely and fully all abatement, management, removal, disposal, and other activities as required by the Contract Documents, and all other obligations or services set forth in or reasonably inferable from the Contract Documents, in a good and workmanlike manner and in accordance with the requirements of the Contract Documents. In this regard, Contractor acknowledges and agrees that the purpose of this Agreement is to implement the MET Center Risk-Based Cleanup and Disposal Application, dated January 12, 2026, as approved by the EPA under 40 CFR §761.61(c), including EPA approval conditions issued for the Project, which would properly remediate all Subject Materials as identified in Contract Documents so that the MET Center site can continue to operate safely. Contractor acknowledges that the Contract Documents may not identify all Subject Materials present in the structures located on the Project site and that it is the responsibility of the Contractor to identify and abate the Site in order to assure that Subject Materials are not released. Contractor agrees that at the conclusion of the Work, the Site shall be in such condition as required by the Contract Documents, with all Subject Materials properly abated, removed and disposed, and all required licenses, certifications, approvals and authorizations received in order to satisfy the MET Center Risk-Based Cleanup and Disposal Application, dated January 12, 2026, as approved by the EPA under 40 CFR §761.61(c), including EPA approval conditions issued for the Project. The Contractor's services shall be performed in (and measured according to) a manner consistent with those standards of professional skill, care and diligence applicable to a Contractor of comparable experience and knowledge in similar circumstances. In this regard, the Contractor acknowledges that Contractor has made representations to the Owner in Contractor's proposal that Contractor has substantial experience in the abatement, removal and disposal of materials and structures substantially similar to those required by the Work, specifically including PCBs, and that the Owner has reasonably relied on such representations in entering into this Agreement with the Contractor.

2. In connection with the Work, Contractor shall do the following:
- (a) Remove all Subject Materials from the Site and all structures thereon and legally dispose of all such Subject Materials in a first-class, workmanlike manner, utilizing only those procedures as are required by or consistent with the Contract Documents and all applicable laws.
 - (b) Manage, abate, remove and dispose of all Subject Materials and manage all structures, equipment, building components and other debris in full compliance with all local, state and federal rules, regulations, codes, standards, guidelines and laws (including but not limited to all requirements of the U.S. Environmental Protection Agency ("EPA"), Occupational Health and Safety Administration ("OSHA"), Missouri Department of Natural Resources ("MDNR"), and Saint Louis County) ("Law" or "Laws"). In this regard, the Contractor will perform the Work in full compliance with all current EPA, OSHA, and other applicable regulations and statutory requirements and the requirements of the Contract Documents. All removed, abated and/or demolished items shall be disposed of at an EPA and/or MDNR regulated landfill in compliance with all Laws. All

Category I non-friable asbestos-containing materials shall be segregated from general debris, properly bagged and labeled and disposed of in accordance with Laws. All PCBs shall be managed in accordance with the Contract Documents and Laws. Contractor shall maintain and submit all documentation relating to the Work as required by the Contract Documents and/or Laws, including but not limited to closure documentation, listing of certified personnel, chain of custody, disposal manifests, disposal receipts, training certificates, photographs and air monitoring documentation related to the Work. Contractor shall make such documentation available to Owner for review promptly upon request and shall indemnify and hold Indemnified Parties (defined below) harmless from all costs, damages, expenses, fines or penalties associated with Contractor's failure to maintain and submit any such documentation as required by this Agreement or Law. "Hazardous Materials" shall mean and include any substance, material, chemical, waste, gas, solid, sludge or particulate matter which is regulated at any time by any governmental entity, including, but not limited to any local governmental authority, the State of Missouri, or the United States Government, including, but not limited to asbestos, PCBs, and all other Subject Materials.

- (c) Utilize all appropriate engineering and related controls (critical barriers, hepa-filtered vacuums, etc.) and work methods to minimize release of fibers, dust and other hazardous materials during removal activities. Contractor shall document its removal and abatement activities and provide any and all documentation relating to such activity to the Owner upon request, including but not limited to, documentation regarding disposal receipts, training certificates and required manifests. Contractor will be responsible to provide all OSHA training, exposure monitoring, respirators and related safety equipment as required by Law. Decontamination of equipment will be conducted to remove all Subject Materials and associated debris following removal activities.
- (d) Contractor acknowledges that Owner may retain or use certain persons and entities to act as consultants to the Owner and to assist the Owner in the observation of certain aspects of the Work, including monitoring Contractor's activities (such consultants are collectively referred to herein as the "Owner's Consultants"). Contractor acknowledges that Owner's Consultants will perform regular monitoring activities to assess the discharge of fiber, dust or other hazardous materials in connection with the Work. Contractor agrees that it shall take all actions required by Owner or Owner's Consultants, promptly and without increase in the Contract Sum, in order to reduce the discharge of fiber, dust or other hazardous materials and to maintain air quality at the Site within the requirements of the Contract Documents and/or applicable law.
- (e) Procure, obtain, comply with, and pay for any and all necessary licenses, permits, approvals and notifications required in connection with the Work (collectively, "Permits") as expeditiously as possible.
- (f) Contractor will remove all such hazardous materials found to be present during the Work in full compliance with all Laws and Permits.
- (g) Erect and maintain all necessary security, signage, fencing, barricades, street closings and scaffolding, temporary or permanent shoring, bracing, supports and anchoring and obtain all associated permits in order to perform the Work properly and safely in accordance with all Laws.

- (h) Contractor will be responsible to provide for and require that all persons conducting removal activities wear appropriate gear and personal protective equipment and have appropriate training with respect to the Work and activities they are requested to perform. Contractor shall have and maintain a valid licenses from applicable governmental oversight bodies, and any asbestos abatement work shall be performed by workers who are properly certified and licensed by the State of Missouri as asbestos abatement contractors.
- (i) Maintain and submit all required documentation relating to the Work, including but not limited to listing of certified personnel, chain of custody, disposal manifests, disposal receipts, closure documentation, training certificates, photographs and air monitoring documentation for the Work. This documentation shall include, but shall not be limited to: (i) name, address and Missouri Asbestos Abatement Worker (or Supervisor/Foreperson) Certification Number for each employee; (ii) a copy of each employee's Missouri certification card and (iii) a daily sign in/out log identifying each person performing work on Site by name and Missouri Asbestos Abatement Certification Number and the length of time each person is on the Site. Contractor shall make such documentation available to Owner for review promptly upon request and shall indemnify and hold Indemnified Parties harmless from all costs, damages, expenses, fines or penalties associated with Contractor's failure to maintain and submit any such documentation as required by this Agreement or Law. Contractor will provide any and all documentation relating to such abatement and removal to Owner and any other party designated by Owner on an updated weekly basis or, if more frequently, upon Owner's request, including, but not limited to, documentation regarding air sampling data and disposal receipts, training certificates, and photographs.

3. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner, including environmental and property documentation provided by Owner, which Contractor acknowledges and understands may not constitute all environmental and property documents relating to the Site, and shall verify field conditions and shall carefully compare such conditions and other information known to the Contractor with the Contract Documents before commencing activities. Contractor shall promptly report to the Owner errors, inconsistencies or omissions discovered or any variance observed by Contractor from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority or variance from or conflict with existing conditions at the Site. If the Contractor performs any abatement activity when Contractor knows such activity involves an error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

4. The Contractor is independently responsible for obtaining, reviewing and coordinating the provisions of all of the Contract Documents, whether or not such documents have been delivered to the Contractor in connection with the request for bid, have been individually signed by the Contractor and Owner or have been physically attached to or incorporated into the Agreement. The failure to review or obtain any such document shall not relieve or excuse the Contractor from compliance with the terms of such document or the terms of any other Contract Document. Owner does not warrant or guarantee, and shall not be responsible or liable for, the correctness, accuracy or completeness of any such information or any conclusion drawn therefrom by Contractor.

5. The Contractor represents that Contractor has visited the Site, has examined carefully all of the Contract Documents, has reviewed all reports, test data and other information relating to the conditions at the Site that have been made available to the Contractor by Owner or Owner's Consultants

in connection with the solicitation or submission of the Contractor's bid and the negotiation of this Agreement, and the Contractor has made a reasonably thorough inspection of the Site. Based on the foregoing, the Contractor assumes responsibility for (and shall not be entitled to any extension of the Completion Dates or increase in the Contract Sum or to any other damages or additional compensation based on) any conditions at the Site which are reasonably disclosed to the Contractor based on the information made available to the Contractor by the Owner or Owner's Consultants prior to the execution of this Agreement (including a reasonably thorough inspection of the Site). The Contractor acknowledges that the existence and location of underground and infrastructure mechanical and electrical systems, utilities and other items (such as tanks) as reflected in the information provided to Contractor is not guaranteed. Contractor shall be responsible, prior to beginning Work in any such area, to investigate and verify the location of such items. Contractor shall provide immediate notice to Owner in the event that any unknown environmental condition or hazardous material is identified, or any environmental condition is exacerbated or worsened, during the course of Work pursuant to this Agreement. Contractor shall not exacerbate or worsen any environmental conditions, whether known or unknown, above-grade or below-grade, including the presence of Hazardous Materials and Subject Materials. Contractor shall be responsible to Owner for, and to the extent that, such conditions as are exacerbated or worsened by or on behalf of Contractor.

SECTION 3

Time and Schedule

1. Contractor shall commence and complete the work required by this Agreement in accordance with the schedule and time limits established in Exhibit B hereto (which is incorporated fully herein by reference) ("Schedule"), which Schedule shall contain such information as Owner may reasonably request. Schedule updates shall reflect the actual progress of the Work and the manner of sequencing the remaining Work to accomplish final completion of the Work within the contract time. In addition, if requested by Owner, Contractor shall provide such additional information (such as daily force and activity reports, material purchase and delivery status reports and reports of progress against Schedule milestones) as are reasonably necessary to monitor the status of the Work and respond to any delays thereto. In the event that Contractor fails to commence and complete the Work in accordance with the requirements of this Agreement (except for reasons beyond the reasonable control of Contractor or its subcontractors and suppliers), Owner shall have the right, in addition to any other rights or remedies, immediately to hire another person or entity (or to use Owner personnel) to perform or complete Contractor's Work, and in such event Contractor shall be liable to Owner for the full cost incurred by Owner in order to procure the performance and completion of such Work and all other damages incurred by Owner as a consequence of such failure. Contractor acknowledges and agrees that performance and completion of the Work within the Schedule is of the essence of this Agreement.

SECTION 4

Contract Sum – Time-and Materials with Not-to-Exceed Totals by Phase

1. Owner shall pay to Contractor in current funds for the full and satisfactory performance of the Work the total amount not to exceed \$_____ (_____ Dollars) ("Contract Sum"), which shall be further divided into not to exceed phases as provided in Exhibit X hereto. Contractor acknowledges that the Contract Sum has been established at the time of execution of this Agreement based on expected quantities of Subject Materials that will need to be abated, which have been determined by Contractor based on the Contract Documents, the other information provided to Contractor by Owner and Owner's Consultants prior to execution of this Agreement and Contractor's own inspection of the Site.

2. The Contract Sum includes the amount of all applicable Federal, State or local taxes (including sales, consumer, use and similar taxes, and taxes on the wages of Contractor's employees), permits and approvals, and the cost of all labor and supervision necessary to perform the Work as required herein. Contractor shall be solely responsible to pay any taxes measured by the wages of its employees as required by applicable law, and shall indemnify and hold Owner harmless on account of any such taxes assessed against Owner under authority of said law.

3. Periodic payments for the performance of Contractor's work shall be made monthly based on the phases completed as detailed in Exhibit X. Each monthly payment application shall request payment only for Work then performed by Contractor, materials then installed by Contractor as part of its Work on the Project (unless otherwise agreed by Owner), and Work completed as of the date of the payment application and authorized by a written change order signed by Owner. Each monthly payment application shall (i) itemize the Work as directed by Owner, (ii) assign a completed percentage for each item of the Work included, (iii) indicate the total amount previously invoiced by Contractor through the date of the current request for payment, and (iv) include a partial lien waiver, executed by the Contractor, for the full amount of the payment requested in the payment application, effective upon receipt of payment and a lien waiver, executed by each subcontractor, covering all Work performed by such subcontractor that has actually been paid for by the Owner pursuant to any preceding payment application. Contractor shall also provide such other supporting documentation, specifically including but not limited to conditional and unconditional progress lien waivers from material subcontractors and suppliers, as Owner, Owner's Environmental Consultant, or Owner's escrow or disbursing agent may reasonably request from time to time. Provided the payment application is in proper form, contains all required supporting documentation and is received by Owner within the time required by this paragraph, and except to the extent Owner takes exception to the payment application, Owner shall make payment to Contractor of the approved amounts requested in the payment application minus retainage of ten percent (10%) within thirty (30) days after receipt of the application.

4. "Final Payment" shall not be due and owing to Contractor until (30) thirty days after completion of all of the Work and submission to the Owner, of the following: (1) executed releases (effective upon receipt of Final Payment) signed by Contractor and all subcontractors who may be entitled to a claim against the Owner or the Project discharging and waiving all claims, damages, causes of actions, and/or suits against the Owner or the Owner's property relating to the Project, the Work, or the Agreement, effective upon receipt of the Final Payment; (2) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; and (3) if required by Owner, such other documents or data establishing payment or satisfaction of Contractor's obligations hereunder, consent of surety or evidence of continuation of required insurance, to the extent and in such form as may be designated by the Owner.

5. Owner shall have the right to charge back against Contractor, and to deduct from any payments due Contractor pursuant to this Agreement, all amounts incurred by Owner as a result of any failure by Contractor to comply with the terms of this Agreement or as a result of any negligence or unsatisfactory Work by Contractor or its subcontractors, including but not limited to all costs incurred by Owner to correct defective or non-conforming Work, all amounts paid by Owner to any subcontractor or supplier as a result of Contractor's failure to make payment to such person or entity. No payment made by Owner pursuant to this Agreement, including final payment, nor any partial or entire use or occupancy of the Work by Owner shall be considered as, or deemed to imply, acceptance of any such Work.

SECTION 5

Changes

1. Contractor shall not make any change in the Work on the Project, or to the times for commencement or completion of the Work, and Contractor shall not be entitled to any increase in the Contract Sum or to any additional compensation of any kind as a result of any change in the Work or delay to the commencement or completion of the Work, except and only to the extent such change has been authorized in advance by Owner by issuance of a Change Order in substantially the form attached hereto as Exhibit C.

2. In the event that Contractor is entitled to an increase in the Contract Sum as a result of any change to the Work on the Project, such increase shall be limited to 105% of Contractor's actual and direct increased costs of labor, material and equipment, plus applicable taxes, incurred as a result of the change, without any other or additional costs, markup or expenses of any kind. No other or additional claims, damages or costs shall be paid by Owner as a result of any such change.

SECTION 6

General Provisions Relating to the Performance of the Work

1. Contractor agrees at all times to provide Owner with access to the Work, wherever it is in preparation or progress, in order to allow Owner to inspect the preparation, construction or progress thereof. Contractor acknowledges and agrees, however, that the performance of the Work under the observation or supervision of Owner, or the failure of them to make inspection, or testing, or to discover or dispute any defective Work or materials during any inspection, shall not prejudice the rights of Owner hereunder, and shall not relieve, reduce or diminish Contractor's responsibility for performance of the Work as required by this Agreement. Contractor agrees that it will perform the Work in compliance with applicable standards and Laws and the standards of all utilities and authorities having jurisdictions over the Project. Contractor shall maintain the Project site in a clean and orderly condition. Contractor shall contain and properly manage all construction materials, equipment, fixtures and debris within the Project and shall promptly remove all unused construction materials, equipment, shipping containers, packaging debris and waste from the Project. Contractor shall be liable for any loss of, or damage to, any such property that is caused by the action or neglect of Contractor or any of its Subcontractors, including in connection with any environmental condition or any party's investigation, remediation, or removal of the same.

2. Contractor shall be responsible to take all necessary precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees and workers at the Site and other persons who may be affected by the Work; (2) materials and equipment located at the Site or under the care, custody or control of Contractor or any subcontractor employed or retained to perform Work on the Project; and (3) other property at the Site or adjacent thereto. In this regard, Contractor shall give all notices and comply with all Laws and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall be liable for all damages or loss to persons or property (including but not limited to damages caused by exposure to or the release of Subject Materials, or damages or fines caused by the failure to perform the Work in accordance with the requirements of the Contract Documents or applicable law) to the extent caused by the Contractor or any subcontractor retained to perform Work in connection with the Project, and will indemnify and hold Indemnified Parties harmless from all damages, costs and expenses, including reasonable attorney's fees incurred, as a result of any such damage or loss.

3. As used in this Agreement, the term "Subcontractor" shall mean any person or entity who has a contract with Contractor to perform a portion of the Work on the Project and all other persons or entities who provide materials, labor or services directly or indirectly to or for the Project through or under the supervision of Contractor or its Subcontractors. If requested by Owner, at any time, Contractor shall submit to Owner proposed and/or executed agreements with its Subcontractors. Contractor shall give Owner written notice prior to entering into any subcontract or agreement with any Subcontractor.

4. From and after the execution of this Agreement, through and to final completion of the Work, Contractor shall be responsible for and bear all risk of damage to or loss or theft of all materials furnished by Contractor for the Work on the Project site, all materials delivered to the Project site by Owner which are to be used in the performance of the Work (beginning with their delivery to the Project site), the Work completed or in progress, and all equipment furnished or used by Contractor at the site. Contractor shall arrange for and be responsible for storage of all materials and equipment during the course of the Work. All temporary facilities, equipment or services necessary in connection with Contractor's Work on the project shall be provided by Contractor at its sole cost and expense.

SECTION 7

Termination; Remedies and Damages

1. Owner may terminate this Agreement, with or without cause, upon five (5) calendar days prior written notice to Contractor, setting forth the reason for termination in the written notice. Termination will thereafter be effective five (5) days after Contractor's receipt of the written notice. Contractor shall be deemed to have received the notice one (1) day after it is sent by facsimile or email transmission, or one (1) day after it is delivered by hand delivery or express delivery service. Upon receipt of notice of termination pursuant to this paragraph, Contractor shall immediately discontinue performing the Work and placing orders for any material or equipment in connection with the Work, and shall make all reasonable efforts to procure cancellation of all existing commitments for material or equipment upon terms satisfactory to Owner, and shall thereafter do only such Work as may be necessary to preserve or protect Work already in place or in progress and to protect material and equipment at the worksite or in transit thereto.

2. If this Agreement is terminated by Owner for any reason attributable to the fault, negligence, error, omission, breach of contract or breach of warranty of Contractor, or its subcontractors or suppliers, Owner may, without prejudice to any other rights or remedies, take possession of the worksite and all materials thereon, and finish the Work by whatever method Owner deems expedient. In such event, Contractor shall not be entitled to receive any further payment until the Work is completed. After the Work has been completed, Contractor shall be entitled to payment (in such amounts as are required by this Agreement), only for Work performed by Contractor up to and including the date of termination, which amount shall be subject to any deductions permitted by the terms of this Agreement. In addition, upon such termination, Contractor shall be responsible to Owner for any damages, costs or expenses incurred by Owner as a result of the fault, negligence, error, omission, breach of contract or breach of warranty of Contractor or its subcontractors and suppliers.

3. In the event this Agreement is terminated by Owner without cause, Contractor shall be entitled to payment (in such amounts as are required by this Agreement) for all Work performed by Contractor up to and including the date of termination, plus the costs of services, materials, equipment and supplies, ordered prior to the date of such termination, for use in connection with the Work and reasonably necessary for the discharge of Contractor's responsibilities under this Agreement, or if applicable cancellation charges for such services, materials, equipment and supplies which cannot be discontinued by Contractor without cost or penalty upon notice of such termination. Contractor's sole and

exclusive rights in the event of such termination shall be those set forth in this paragraph, and Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of or under this Agreement by virtue of such termination.

4. Contractor may terminate this Agreement upon 30 days written notice to Owner, if Owner has failed to make payment to Contractor, of amounts due and owing pursuant to the terms of this Agreement, for a period of thirty (30) days or longer after the date when payment is first due. If payment is made by Owner within the 30-day notice period, the termination shall not be effective. If payment is not made within the 30-day notice period, however, termination shall be effective on the 31st day after the notice is received by Owner. Owner shall be deemed to have received the notice one (1) day after it is sent by facsimile or email transmission, or one (1) day after it is delivered by hand delivery or express delivery service. In the event of such termination, Contractor shall be entitled to such payments as are permitted by paragraph 3 of this Section above. Contractor shall be entitled to no additional compensation and shall have no additional or other rights of any kind, type or nature arising out of this Agreement by virtue of such nonpayment or termination.

5. Notwithstanding any contrary provision, to the greatest extent permitted by applicable law, Owner may refuse to make payment in the amounts requested by any application for payment, and may withhold additional sums to protect Owner's interest in satisfactory performance of the Agreement, to the extent that: (a) Contractor has performed defective or deficient Work on the Project which has not been remedied; (b) third parties have asserted or filed claims or liens relating to the Work; or (c) Contractor or a Subcontractor has caused damage to Owner. Contractor shall promptly produce any and all data which Owner may request, at any time (and from time to time) for purposes of verifying all charges, costs and payments made, incurred or received in connection with this Agreement.

6. In the event of a dispute or disagreement between Owner and Contractor, Contractor shall carry on the Work and adhere to the progress Schedule during all disputes or disagreements with Owner, provided that Owner has not materially breached or defaulted under this Agreement and that Contractor is timely paid the undisputed amounts owing under this Agreement. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 8

Insurance

1. Contractor shall provide the insurance required by Appendix A.

2. Contractor shall be responsible to Owner, and shall indemnify and defend the Indemnified Parties (as defined below), for the acts and omissions of Contractor's employees and of its Subcontractors and their employees and any other persons performing portions of the Work under the direction of Contractor or any Subcontractor. Contractor shall cause all contracts between Contractor and Subcontractors to: (a) specifically identify the Indemnified Parties as express third-party beneficiaries of such contracts, including of the insurance procurement provisions therein; (b) obligate the Subcontractors to procure and maintain insurance as set forth in herein; and (c) cause such insurance to name the Indemnified Parties as additional named insureds of such insurance to be procured and maintained by the Subcontractor. Compliance with this Section is a material obligation of Contractor. If Contractor breaches this Section, Contractor shall be liable to the Indemnified Parties to the fullest extent permitted by law for any damages flowing directly or indirectly from the breach, and shall indemnify the Indemnified Parties from any claims asserted against or damages incurred by Indemnified Parties regardless of whether said claims or damages are covered by any insurance maintained by Indemnified Parties. To the fullest extent permitted by law, Contractor shall provide the indemnification required by Appendix A hereto. Without

limiting the foregoing, Contractor shall indemnify, defend, and hold Owner, Owner's consultants, and each of their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns (collectively, "**Indemnified Parties**"), harmless from and against any and all claims, damages (including but not limited to natural resource damages), losses, liabilities and expenses, including without limitation attorneys fees, arising out of or resulting from (a) the performance or nonperformance of the Work, (b) Contractor's or any Subcontractor's failure to comply with the terms or provisions of this Agreement, Law, or any Permit applicable to the Project, (c) any Contractor's or Subcontractor's breach of this Agreement, (d) any willful or negligent acts or omissions of the Contractor or any Subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (e) the release, spill, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposal, exacerbation or disturbance of Subject Materials or other hazardous materials occurring in the course of the Work, in each case regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any of the Indemnified Parties. For the avoidance of doubt, environmental damages and claims arising under any environmental Law or Permit are included in this indemnity. In claims against any of the Indemnified Parties by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. In the event of any conflict between the requirements of this section and the requirements of Appendix A, the requirements of Appendix A shall control. The indemnity contained herein shall survive the termination of this Agreement. Contractor shall advise Owner promptly in writing of any incident that might give rise to a claim or loss or the service upon any Contractor or Subcontractor of any summons, notices, letters or other communications alleging any claim against any Indemnified Party.

3. The Contractor shall provide to Owner performance and payment bonds in a penal sum amount equal to 100% of the initial Contract Sum amount. Upon the request of any person or entity appearing to be a potential beneficiary of the payment bond, Contractor shall promptly furnish to such person or entity a complete copy of the bond.

SECTION 9

Miscellaneous

1. Contractor's relationship to Owner under this Agreement, and at all times relevant hereto, will be that of an independent contractor. Contractor will use its own methods in performing its services, free from any supervision or direction by Owner.

2. All terms defined herein are used in conformance with such definitions. All other terms and phrases that have well-known technical or construction/environmental industry meanings are used in accordance with those meanings, unless otherwise defined herein or other context clearly indicates a different meaning. This Agreement constitutes the complete and integrated agreement between Owner and Contractor and supersedes all prior agreements or understandings, whether written or oral. This Agreement may be amended or modified only by a written document signed by Owner and Contractor.

3. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. All claims or disputes between the Contractor and the Owner arising out of or relating to this Agreement, or the breach thereof, shall be decided by litigation filed in the State where the Project is located. In any action brought by either party arising out of or relating to the Project, the Work, this

Agreement, the Contract Documents or the breach thereof, reasonable attorneys' fees shall be awarded to the prevailing party, measured by the extent to which such party in fact prevails in the action as determined by the extent such party in fact succeeds in each claim or defense asserted by the party.

4. All Work performed by Contractor shall comply in every respect with all applicable laws (including, but not limited to, all provisions identified in Appendix B as well as the Federal Occupational Safety and Health Act, as amended and current) ordinances and regulations of duly constituted authorities in force in the locality in which the Work is performed and all Permits; and if any Permits or bonds are required in connection therewith, the same shall be furnished by Contractor at its own cost and expense.

5. The Contractor and all subcontractors shall comply with applicable Davis-Bacon Act requirements and the Missouri Prevailing Wage Law. The applicable Davis-Bacon wage determination and the applicable Missouri Annual Wage Order for St. Louis County are attached in Appendix B and incorporated herein by reference. Where both requirements apply to a worker classification, the Contractor shall pay not less than the higher applicable wage rate. The Contractor shall confirm that the wage determinations remain current as required by applicable law and shall post all required wage-rate notices at the Project site.

6. Contractor agrees to comply with the provisions of the Equal Opportunity Clauses at 41 CFR Sections 60-1.4(a), 60-250.5(a) and 60-741.5(a), which are hereby incorporated into this Agreement by reference. Contractor agrees to comply with the federal funding requirements identified in the RFP and Appendix B, which are hereby incorporated. All applicable federal funding requirements, including Davis-Bacon Act requirements, apply to the Work. Volume 2 of the RFP is hereby incorporated by reference, and Contractor agrees to comply with the same.

[Signature page on next page]

IN WITNESS WHEREOF, the undersigned have hereunto set their hand as of the day and year first above written.

OWNER:

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE COUNTY OF ST. LOUIS**

By: _____

Name: _____

Title: _____

CONTRACTOR:

[Insert name of Contractor]

By _____

Name: _____

Title: _____

EXHIBIT A

WORK REQUIREMENTS AND DIRECTIONS

The EPA-approved 40 CFR §761.61(c) Risk-Based Cleanup and Disposal Application for the MET Center (Cleanup Plan), including the EPA approval letter and any EPA approval conditions, is the governing technical document for this remediation contract.

1. Incorporation by Reference: The Cleanup Plan is provided in Volume 3, Exhibit A of the RFP and is incorporated by reference into this Contract.
2. Implementation: The Contractor shall implement the Cleanup Plan as written. This Contract does not modify the Cleanup Plan, its decision logic, or its endpoints.
3. Changes: Any material change to the Cleanup Plan implementation approach that could affect protectiveness, acceptance determinations, waste classification or routing, or institutional control boundaries shall follow the change management requirements in the RFP and, where applicable, be coordinated through the Owner or Owner's Environmental Consultant for EPA coordination.

The EWI Hazardous Building Materials Report (November 2025) is incorporated by reference as the contract's companion technical reference for suspect and confirmed ACM and LBP locations and for multi-hazard planning where ACM or LBP may be encountered in connection with the Work.

1. Incorporation by Reference: The Hazardous Building Materials Report is provided in Volume 3, Exhibit A of this RFP and is incorporated by reference into this Contract.
2. Implementation: Where suspect or confirmed ACM or LBP is implicated in the Work area, the Contractor shall use the Hazardous Building Materials Report for material identification, reported locations, and multi-hazard work planning inputs, including exposure controls, PPE, waste segregation, and coordination of PCB work practices with applicable asbestos and lead requirements.
3. Hierarchy: The Hazardous Building Materials Report does not modify the Cleanup Plan, the contract hierarchy, or the performance-based means-and-methods framework. In the event of conflict regarding PCB remediation requirements, the Cleanup Plan and any EPA approval conditions control.

Subject to the foregoing:

1. The Work to be performed is the complete abatement of all hazardous materials located at Project site.
2. The Contractor will furnish all labor and equipment necessary to remove, package, and legally dispose of all hazardous materials located at the Project site. Work will consist of removal of PCBs and and other hazardous materials and associated debris, structures and items as identified in and required by the Contract Documents. Abatement work will be done in accordance with all federal, state, and local regulations in force at the time of the Work.

3. Contractor shall be responsible for coordinating and ensuring that all Work is conducted in accordance with applicable laws and regulations. All work shall be performed such that Contractor, Owner's employees, and general public exposures to hazardous materials are minimized, building contamination is prevented, contaminated materials are promptly and legally disposed of, and interference with public traffic is minimized.
4. The Contractor must possess a valid Asbestos Abatement Contractor's license from the Missouri Department of Natural Resources, and all asbestos abatement work activities shall be performed by state-certified and licensed asbestos abatement workers.
5. The Contractor shall also obtain and pay for all required permits, and prepare and file all local, state, and EPA and/or MDNR pre-notification forms in a timely manner prior to abatement work.
6. The Contractor shall conduct personal exposure air monitoring as prescribed by OSHA during the project performance.

EXHIBIT B

TIME LIMITS

1. Substantial Completion of the Work shall be completed by _____.
2. Final Completion of the Work shall be completed by _____.

EXHIBIT C

CONSTRUCTION CONTRACT CHANGE ORDER

Entity:	Change Order #:
Project #:	Project Name:
Date:	Contractor:

- ☐ This Change Order authorizes Contractor to proceed with the following change in the Work:

Code #	Date	Description	Amount
--------	------	-------------	--------

- ☐ The Contract Sum will be adjusted as a result of this Change Order in the following manner and amount:
- Total _____
- | | | |
|----|--|----------|
| A. | Original Contract Sum | \$ _____ |
| B. | Net Changes by Previous
Change Orders | \$ _____ |
| C. | Contract Sum prior to this
Change Order | \$ _____ |
| D. | Increase/Decrease Per
this Change Order | \$ _____ |
| E. | Total New Contract Sum | \$ _____ |

- ☐ The Contractor will be compensated for this change pursuant to the provisions of Section 5, paragraph 2 of the Agreement and the Contract Sum will thereafter be adjusted accordingly.
- ☐ The time for Substantial Completion of the Project will be increased/decreased as a result of this Change Order by ____ working days and the revised date for Substantial Completion is _____.
- ☐ The Contractor hereby accepts the adjustments to the Contract Sum and time for Substantial Completion set forth in this Change Order.

OWNER:

CONTRACTOR

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

- ☐ The Owner and Contractor do not agree as to the adjustments, if any, to the Contract Sum or time for Substantial Completion set forth in this Change Order but Owner hereby directs Contractor to proceed with the work required by this Change Order pursuant to Section 5, Paragraph 2 of the Agreement subject to the remedies provided in the Agreement.

EXHIBIT X

COST AND TECHNICAL PRICING FORMS

Exhibit X includes the Cost and Technical Pricing Forms required for submission with the Bid Proposal. Bidders shall review Exhibit X-1 and complete Exhibits X-2 through X-9 in full.

Bidders shall enter all required rates, unit prices, quantities where requested, extended totals, assumptions, and not-to-exceed amounts directly into the forms. Blank pricing fields are not permitted. If a line item is not applicable to the Bidder's proposal, the Bidder shall enter "N/A" and provide a brief explanation where necessary to confirm that the omission is intentional and does not exclude required Work.

Pricing shall be complete, internally consistent, and sufficient to evaluate the Bidder's proposed cost structure for the Work. The Bidder's pricing shall include all labor, supervision, equipment, materials, consumables, waste management, verification support, subcontractor costs, insurance, bonds, overhead, profit, and other costs necessary to perform the Work in accordance with the Contract Documents, the EPA-approved 40 CFR 761.61(c) Cleanup Plan, and the applicable approval conditions.

Exhibits X-2 through X-8 establish the Bidder's pricing for baseline Work and phase/task not-to-exceed (NTE) pricing. Exhibit X-9 establishes contingency and Owner-directed unit prices only. Work priced under Exhibit X-9 shall not be performed unless authorized in advance by the Owner in writing.

The following Cost and Technical Pricing Forms are included in the following pages:

- Exhibit X-1 – Pricing Instructions and Definitions
- Exhibit X-2 – Labor Rate Schedule
- Exhibit X-3 – Equipment Rate Schedule
- Exhibit X-4 – Materials and Consumables Schedule
- Exhibit X-5 – Mobilization, Demobilization, and Per Diem
- Exhibit X-6 – Waste Management and Disposal Unit Prices
- Exhibit X-7 – Verification Sampling and Laboratory Allowances
- Exhibit X-8 – NTE Summary by Phase/Task
- Exhibit X-9 – Contingency / Owner-Directed Unit Price Schedule

Exhibit X-1: Pricing Instructions and Definitions

Exhibit X-1: Pricing Instructions and Definitions			
<i>Bidders shall complete Exhibits X-2 through X-9 in accordance with these definitions and instructions. Bidders shall not modify fixed labels, formulas, or instructions in the workbook. Exhibit X-1 is provided for definitions and instructions and is not a bidder-completed pricing form.</i>			
Bid Sheet Item / Term	Applies To	Definition / Instruction	Bidder Entry / Use
Base Bid Total NTE Amount	X-8	The total proposed not-to-exceed amount for the defined base remediation work, calculated from phase-level NTE amounts and supporting bid exhibits. The Base Bid Total NTE provides a comparable baseline for bid evaluation.	Enter phase totals and supporting assumptions in X-8 and related exhibits. Do not include Owner-directed contingency unit prices unless expressly requested.
Phase-Level NTE	X-8	A not-to-exceed cost cap for a defined project phase or work category. No cost may exceed an approved phase NTE without prior written Owner authorization.	Enter a separate NTE for each phase or work category identified in X-8.
Time-and-Materials Billing	X-2 through X-8	Compensation based on documented labor hours, equipment use, materials, subcontracted services, waste costs, and other approved reimbursable items, subject to applicable phase-level NTE amounts.	Use the rates and unit prices submitted in the bid forms. Provide documentation sufficient to support payment.
Fixed Contract Billing Rates	X-2 and X-3	Labor and equipment rates entered on Exhibits X-2 and X-3 shall be the rates the Bidder proposes to use for this Contract. If the Bidder maintains published, standard, or schedule-based rates for comparable work, the Bidder shall identify whether the proposed rates match those rates. Any deviation from the Bidder's standard rate structure shall be explained in the Notes column. The rates entered in Exhibits X-2 and X-3 shall become the Contract billing rates unless modified by written amendment or change order.	Enter proposed contract billing rates by labor category and equipment category. Identify deviations from standard or published rates in Notes.
Fully Burdened Labor Rate	X-2	Labor rates entered on Exhibit X-2 shall be fully burdened contract billing rates. Fully burdened labor rates shall include applicable wages, fringe benefits, payroll burden, payroll taxes, workers' compensation, insurance, overhead, profit, small tools, ordinary task-support supplies, standard personal protective equipment, and routine supervision customarily included in the labor classification, except where a specific cost is separately identified in another exhibit and expressly allowed by the Contract Documents. Additional charges for burden, fringe, payroll adders, labor markups, or ordinary labor-related costs will not be allowed unless expressly authorized by the Contract Documents.	Enter straight-time, overtime, and holiday/premium rates as fully burdened billing rates. Do not enter separate burden, fringe, payroll adders, or labor markups unless expressly authorized elsewhere in the Contract Documents.
Burden / Fringe Included Required	X-2	Burden and fringe must be included in each listed labor rate. A response other than confirmation that burden/fringe is included shall be treated as an exception requiring Owner review and may be considered nonresponsive if inconsistent with the Contract Documents.	Enter "Y" to confirm burden/fringe is included. Use Notes only to clarify rate assumptions, not to reserve separate burden, fringe, or labor-markup charges.
Equipment Rate	X-3	Equipment rates entered on Exhibit X-3 shall identify whether equipment is owned, rented, or subcontracted. Rates shall identify the applicable unit, standby rate, minimum charge, mobilization or delivery charge, and any operator or fuel assumptions. Equipment charges must be supported by daily equipment logs and, where rented or subcontracted, invoices or other documentation required by the Owner.	List major equipment, ownership status, rate unit, unit rate, standby rate, minimum charge, operator/fuel assumptions, and documentation assumptions in Notes.
Owned / Rented / Subcontract	X-3	Indicates whether equipment is owned by the Bidder, rented from a third party, or provided by a subcontractor.	Select or enter the applicable status for each major equipment item.
Standby Rate	X-3	Rate charged when equipment is available for the Project but not actively operating. Standby charges are allowed only if authorized by the Contract Documents and supported by field records.	Enter standby rate, if any, and describe limitations in Notes.
Materials and Consumables Allowance	X-4	A not-to-exceed allowance bucket for materials and consumables used to support remediation, containment, decontamination, PPE, protection, sampling support, and similar work.	Enter allowance amount and identify whether receipts or invoices are required for billing support.
Billing Support Required	X-4, X-6, X-7	Identifies whether invoices, receipts, laboratory reports, manifests, bills of lading, certificates of disposal, or similar backup must be submitted to support payment.	Enter Y or N where requested and provide supporting documentation as required by the Contract.
Mobilization Block	X-5	A pricing-normalization unit for planned mobilization and demobilization of personnel, equipment, temporary facilities, and project support resources.	Enter cost assumptions for mobilization, demobilization, per diem, travel, lodging, and similar support costs.

Exhibit X-1: Pricing Instructions and Definitions			
10-Day-On / 4-Day-Off Assumption	X-5	The 10-day-on / 4-day-off reference in Exhibit X-5 is a pricing-normalization assumption only. It is not a mandatory work schedule and does not limit the Owner’s right to direct phasing, access, or sequencing. Bidders shall use this assumption only to make mobilization, per diem, and field-oversight assumptions comparable across proposals, unless the Bidder proposes and explains a different approach.	Use the assumption for pricing comparability only. Identify and explain any different proposed rotation, mobilization, per diem, or field-support assumption in Notes.
Waste Unit Price	X-6	Waste unit prices entered on Exhibit X-6 shall identify what is included in each unit price, including packaging, containers, liners, labeling, profiling, facility approval, loading, transportation, disposal, manifesting, bills of lading, certificates of disposal or destruction, minimum loads, demurrage, fuel surcharges, taxes or fees, and any excluded costs. Each waste unit price shall identify the assumed receiving facility type and, where known, the assumed receiving facility.	Enter unit prices by waste stream and identify included services, assumed receiving facility type, receiving facility if known, minimum loads, demurrage, surcharges, taxes or fees, and exclusions.
PCB Remediation Waste	X-6	Waste managed under the TSCA remediation waste framework when building materials, dust, or debris are impacted by PCB releases, migration, or residues and are disturbed during the Work.	Price management, transport, and disposal consistent with the Cleanup Plan, RFP, and applicable TSCA requirements.
PCB Bulk Product Waste	X-6	Waste consisting of manufactured PCB-containing products and certain attached substrates where applicable, including caulk, mastics, sealants, or legacy coatings removed in discrete pieces consistent with the RFP and Cleanup Plan waste-routing logic.	Identify assumed disposal route and documentation. Do not assume substrate separation solely to change waste classification.
Receiving Facility Type	X-6	The disposal or destruction facility category assumed for each waste stream, such as TSCA chemical waste landfill, TSCA incinerator, RCRA Subtitle C facility, or eligible Subtitle D facility for qualifying PCB bulk product waste.	Enter assumed facility type and receiving facility, if known. Identify facility acceptance and profiling assumptions.
Verification Sampling Unit Price	X-7	Unit price for verification or documentation sampling, including field labor support, sample handling, laboratory analysis, data review support, and reporting support where applicable.	Enter unit prices for wipe, bulk, air, HVAC, or other verification sample types as requested.
Laboratory Turnaround Time	X-7	Assumed laboratory reporting schedule for samples submitted under the Work. Expedited turnaround should be priced separately where applicable.	Identify standard and expedited turnaround assumptions and related costs.
Contingency Unit Price	X-9	Unit prices entered on Exhibit X-9 apply only to Owner-authorized contingency or Owner-directed work. Unit-priced work is not included in the Base Bid Total NTE unless expressly identified in Exhibit X-8. No work reasonably inferable as required to complete the baseline Work may be billed under Exhibit X-9 without prior written authorization from the Owner.	Enter unit prices for potential contingency or Owner-directed activities. Do not include baseline Work in X-9 unless expressly directed. Do not perform or bill X-9 work without prior written Owner authorization.
Owner Authorization	X-8 and X-9	Written approval required before incurring costs that exceed a phase NTE, performing Owner-directed contingency work, or changing approved scope assumptions.	Identify assumptions that require Owner authorization before implementation.
Documentation and Traceability	All Exhibits	Records must allow labor, equipment, materials, waste, verification, and closeout costs to be traced to work areas, phases, waste streams, or submittal packages where applicable.	Maintain daily logs, invoices, manifests, sample records, certificates, and other backup required by the Contract.
Performance-Based Scope	All Exhibits	The bid forms support a performance-based cleanup procurement. The Contractor remains responsible for selecting compliant means and methods to meet the EPA-approved 40 CFR 761.61(c) Cleanup Plan requirements.	Price the Work to achieve required outcomes without relying on Owner-directed means and methods.
Total PCBs	X-6 and X-7	Decision metric used for project PCB comparisons, calculated as the sum of detected Aroclors for the relevant sample or medium.	Use Total PCBs in waste, verification, and reporting assumptions where PCB analytical results are used.

Exhibit X-2: Labor Rate Schedule

Enter proposed hourly rates.

Labor Category	Straight Time Hourly Rate (\$/hr)	Overtime Hourly Rate (\$/hr)	Holiday/Premium Rate (\$/hr)	Confirmation that Burden/Fringe is Included ⁽¹⁾ ('Yes' Required)	Notes (Minimum Hours, Travel Time Policy, etc.)
Project Manager					
Site Superintendent					
Foreman					
Health and Safety Officer / IH Lead					
Competent Person (If Separate)					
Equipment Operator					
Skilled Laborer					
General Laborer					
Sampling Technician (Wipes/Bulk/Air Support)					
Data/QC Coordinator (Turnover Packages/Closeout)					
Other (Specify)					

Notes:

(1) Burden/fringe must be included in each listed labor rate. Proposed labor rates shall be fully burdened and shall include wages, payroll taxes, fringe benefits, workers’ compensation, insurance, overhead, profit, small tools, ordinary task-support supplies, standard PPE, routine supervision customarily included in the labor classification, and all other labor-related costs except where a specific cost is separately identified in another exhibit and expressly allowed by the Contract Documents. Additional charges for burden, fringe, payroll adders, labor markups, or ordinary labor-related costs will not be allowed unless expressly authorized by the Contract Documents.

Exhibit X-3: Equipment Rate Schedule (Major Items)

List major equipment with unit rates. Use 'Owned/Rented/Subcontract' and identify standby/minimum charges if applicable.

Equipment Description	Ownership (Owned/Rented/Subcontract)	Rate Unit (Hr/Day/Week/Each)	Unit Rate (\$)	Standby Rate (\$) (If Any)	Minimum Charge (If Any)	Notes
Access Equipment (Lifts/Scaffolds/Platforms)						
Negative Air Units / HEPA Filtration Units						
HEPA Vacuums (Industrial)						
Surface Prep / Grinding Equipment						
Generators / Power Distribution						
Compressors / Air Supply						
Decon Trailer / Wash Station						
Air Monitoring / Sampling Support Equipment (If Provided)						
Other (Specify)						

Exhibit X-4: Materials and Consumables Schedule

Use allowance buckets for comparability. Enter allowance amount (NTE) and clarify billing support required.

Bucket Name	Included Items (High Level)	Allowance Amount (NTE) (\$)	Billing Support Required (Receipts/Invoices) (Y/N)	Notes
Containment and Protection Materials	Poly sheeting, barriers, floor protection, tape, signage, access control materials			
PPE and Hygiene Supplies	Disposable PPE, gloves, respirator consumables, hygiene supplies			
Decontamination Supplies	Detergents, wipes, decon pads, rinse water supplies			
Sampling Supplies (Non-Lab)	Templates, wipes, containers, labels, COC forms			
Packaging Materials	Drums/liners, boxes, pallets, labels, absorbents			
Other (Specify)				

Exhibit X-5: Mobilization, Demobilization, and Per Diem

Owner pricing-normalization assumption only: if the proposer uses rotational blocks for pricing buildup, assume approximately 10 days on / 4 days off.
Actual schedule is Owner-directed and this assumption is not a Cleanup Plan requirement.

Item	Unit (Each / Person-Day / Vehicle-Day / Mile)	Unit Rate (\$)	Quantity Assumption	Extended Amount (\$)	Notes
Mobilization (Per Mobilization Block)					
Demobilization (Per Mobilization Block)					
Per Diem - Lodging (Person-Day)					
Per Diem - Meals and Incidentals (Person-Day)					
Vehicle/Truck (Vehicle-Day)					
Mileage (Per Mile)					
Freight/Delivery (Allowance or Unit)					
Other (Specify)					
Total					

Exhibit X-6: Waste Management and Disposal Unit Prices

Enter unit prices by waste stream and facility route. Identify what is included (packaging/profiling/transport/manifests/disposal/COD).

Waste Stream ID	Waste Category	Container Type	Unit (ton/drum/box/each)	Includes Packaging (Y/N)	Includes Profiling (Y/N)	Includes Transport (Y/N)	Includes Disposal Fee (Y/N)	Includes Manifests/COD (Y/N)	Unit Price (\$)	Notes (Facility Assumptions, Minimum Loads, Demurrage)
WS-1	PCB Remediation Waste	Roll-Off	ton							
WS-2	PCB Remediation Waste	Drum	drum							
WS-3	PCB Remediation Waste	Box	box							
WS-4	PCB Bulk Product Waste (Eligible)	Roll-Off	ton							
WS-5	PCB Bulk Product Waste (Eligible)	Box	box							
WS-6	PCB Articles (Ballasts)	Each	each							
WS-7	PCB Liquids / Decon Fluids (If Applicable)	Drum	drum							
WS-8	Other (Specify)									

Exhibit X-7: Verification Sampling and Laboratory Allowances

Enter unit rates and allowances for verification support. Lab costs may be shown as allowance amounts for comparability.

Item	Unit	Unit Rate (\$)	Quantity	Extended Amount (\$)	Notes (Target RL, TAT Assumptions, Included Services)
Wipe Sampling Event Support (Labor)	event				
Bulk Sample Collection Support (Labor)	sample				
Indoor Air Sampling Support (Labor)	sample				
Laboratory Analytical Allowance (Wipes/Bulk/Air)	allowance				
Data Validation / QA Review Allowance	allowance				
Other (Specify)					
Total					

Exhibit X-8: NTE Summary by Phase/Task

Enter NTE amounts by category. Phase Total auto-calculates. Actual sequencing/schedule is Owner-directed; rotation assumptions are for pricing normalization only. Base phase NTE pricing shall reflect the Bidder's assumed effort for baseline Low Bay ceiling-related work, including PCB-impacted drywall ceiling areas and concrete above drywall ceiling areas, to the extent such work is included in the Bidder's implementation of the baseline Cleanup Plan scope.

Pricing Assumptions (For Comparability Only)

Owner pricing-normalization assumption only: if used for pricing buildup, assume approximately 10 days on / 4 days off. Actual schedule is Owner-directed and this assumption is not a Cleanup Plan requirement.

Phase/Task	Labor NTE (\$)	Equipment NTE (\$)	Materials/Consumables NTE (\$)	Mobilization/Per Diem NTE (\$)	Waste Mgmt Handling Only NTE (\$)	Phase Total NTE (\$)	Basis of NTE (Crew, Hours, Mobilization Blocks, Key Assumptions)
For any phase that carries Low Bay ceiling-related baseline work, identify the principal quantity, access, production, and containment assumptions used to develop that phase NTE.							
Phase 1: Pre-Mobilization / Submittal Development							
Phase 2: Coatings/Paint Remediation (Source Removal/Treatment)							
Phase 3: Porous Concrete Work (Localized Removal/Treatment)							
Phase 4: HVAC and Dust Reservoir Controls (Cleaning/Protection/Integration)							
Phase 5: Verification Sampling and Data Evaluation (Turnover Support)							
Phase 6: Waste Management, Staging, and Decontamination (Handling)							
Phase 7: IC/O&M Interface Support (As-Built, Managed Areas, O&M Startup)							
Phase 8: Closeout / Completion Report / Stewardship Record Package							

Base Bid Total NTE		
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Note: Criterion 5.1 equalized cost review, if used by Owner, is based on Appendix K planning quantities and Owner normalization, not solely on Exhibit X-8 phase totals.

Exhibit X-9: Unit Price Schedule (Contingency and Owner-Directed Allowances)

Enter unit prices for Owner-authorized contingency items and re-verification triggers. Authorization is required prior to performance. Baseline Low Bay ceiling work, including drywall ceiling work and concrete-above-drywall-ceiling work reasonably inferable as part of the Bidder's implementation of the baseline Cleanup Plan scope, shall not be priced solely as an Exhibit X-9 contingency item.

Unit Price Item	Unit	Unit Rate (\$)	Notes (Trigger / Authorization Basis)
Additional VU Verification Wipes	wipe		
Additional VU Verification Wipe Event	event		
Step-Out Sampling / Re-Verification Event	event		
Localized Cap Repair Support	LS		
Additional Mobilization Block	each		
Extended Work Hours Premium (If Allowed)	hour		
Transport and Disposal of Unforeseen PCB Remediation Waste (≥50 mg/kg Total PCBs)	ton		Owner-authorized; routed to TSCA-approved or RCRA Subtitle C facility
Other (Specify)			

Appendix A

INSURANCE REQUIREMENTS

At all times during the term of this Agreement, **Contractor** and Subcontractors will comply with the insurance requirements in this Appendix A. Appendix A is hereby incorporated into the Agreement in its entirety.

Contractor shall maintain at its own expense the insurance, including but not limited to coverage specified in this Appendix A in performing under this Agreement and shall maintain it in full force throughout the duration of this Agreement (including any extensions thereof), throughout any warranty periods that apply, or longer where required herein:

- A. **Workers' Compensation** insurance for its employees or its Subcontractors covering the legal liability of **Contractor** under applicable workers' compensation or occupational disease laws of the state or federal government at the applicable statutory limits and including employers' liability with a minimum limit of \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease and \$1,000,000 aggregate for bodily injury by disease. This insurance shall include a waiver of subrogation clause in favor of **Owner**.
- B. **Commercial General Liability** insurance covering liabilities from bodily injury and property damage caused, in whole or in part, by premises and operations, products/completed operations including explosion, collapse, and underground hazards, and personal and advertising injury including independent contractor liability and liability assumed under an insured contract with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate applied on a per agreement basis, and \$2,000,000 products-completed operations aggregate. Coverage shall be subject to the terms of the Insurance Services Office ("ISO") Commercial General Liability Coverage Form CG 0001, or a substitute form providing coverage at least as broad as the ISO form specified. This insurance policy shall include a waiver of subrogation clause in favor of **Owner** and include language naming Indemnified Parties as additional insureds for liabilities caused, in whole or in part, by the conduct of **Contractor** for both ongoing and completed operations coverage using forms at least as broad as ISO Additional Insured endorsement form CG 2010 10/01 or CG 2010 07/04 for ongoing operations and form CG 2037 10/01 or CG 2037 07/04 for products/completed operations. This insurance shall apply as primary insurance and noncontributory with respect to any other insurance or self-insurance programs afforded the **Indemnified Parties**. **Contractor** also agrees to continue to procure and maintain the products-completed operations liability insurance coverage for a minimum of five (5) year(s) after the date that the work is substantially complete. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required coverage limits and the requirement to provide **Indemnified Parties** with coverage as an additional insured for completed operations. The following exclusions/limitations or their equivalent(s) are specifically prohibited:
 - a. Contractual Liability Limitation (CG 21 39);
 - b. Amendment of Insured Contract Definition (CG 24 26);
 - c. Any endorsement modifying the employer's liability exclusion or deleting the exception to it;
 - d. Any endorsement modifying the standard ISO separation of insureds provision;
 - e. Any "Insured v. Insured" exclusion except Named Insured v. Named Insured; and
 - f. Any exclusion for punitive, exemplary or multiplied damages.

- C. **Commercial Auto Liability** insurance covering liabilities from bodily injury (including death) and property damage, including statutory uninsured/underinsured motorist and no-fault benefits as applicable, caused, in whole or in part, by use or maintenance of any auto (including owned, hired and non-owned) with a minimum limit of \$1,000,000 combined single limit per accident. This insurance shall apply as primary insurance and noncontributory with respect to any other insurance or self-insurance programs, bonds or cash deposits afforded the **Indemnified Parties**. This insurance policy shall include a waiver of subrogation clause in favor of **Indemnified Parties** and include language naming **Indemnified Parties** as an additional insured for liabilities caused, in whole or in part, by the conduct of **Contractor**.
- D. **Umbrella or Excess Liability** insurance with minimum limits of \$5,000,000 per occurrence and in the aggregate applying in excess of and follow form to the commercial general liability, automobile liability and employer's liability policies.
- E. **Contractors Pollution Liability** insurance or similar insurance covering liabilities arising from bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, incidental transportation or temporary storage of waste or natural resource damages including clean-up costs or remediation expenses and defense costs inclusive of costs incurred in the investigation, defense or settlement or claims, caused by pollution conditions, including but not limited to asbestos, lead, EIFS and silica, that arise from **Contractor's** operations, asbestos/lead/EIFS/silica abatement activities, waste disposal activities with a minimum limit of \$5,000,000 per claim and \$10,000,000 annual aggregate (per project). If the scope of services in the contract require the **Contractor** to provide services associated with arranging for, or brokering of, the transportation of hazardous materials off the project site, **Contractor** shall include coverage to address this scope of work including coverage for the disposal site(s) utilized. This insurance policy shall include a waiver of subrogation clause in favor of **Indemnified Parties** and include language naming **Indemnified Parties** as an additional insured for liabilities caused, in whole or in part, by the conduct of **Contractor** for both ongoing and completed operations. This insurance shall apply as primary insurance and noncontributory with respect to any other insurance or self-insurance programs afforded the **Indemnified Parties**. **Contractor** shall also maintain completed operations coverage for a minimum of five (5) years after the date that the work is substantially complete. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required coverage limits and the requirement to provide **Indemnified Parties** with coverage as an additional insured for completed operations.
- F. **Contractor's Equipment** insurance or similar insurance covering on a blanket basis "All Risk" of loss or damage to **Contractor's** or its Subcontractor's Equipment, including but not limited to tools and machinery, whether owned, rented, borrowed or leased, including Equipment of employees or others in **Contractor's** care, custody and control and/or on-site, off-site or in transit. This insurance shall include a waiver of subrogation clause in favor of **Indemnified Parties**.
- G. **Professional Liability/Errors and Omissions** insurance covering liabilities for financial loss resulting or arising from acts, errors or omissions and negligence in rendering services provided under this agreement with a minimum limit of \$5,000,000 per claim and annual aggregate (per project).

All insurance policies must be with insurance companies with an A.M. Best Insurance Rating of A- or better and authorized to do business in the jurisdiction where the Services and/or Deliverables are provided. Any material change in the insurance policy, cancellation, or non-renewal must be reported to

the Company with not less than thirty (30) days prior written notice. **Contractor** shall provide the **Owner** a certificate of Insurance in compliance with the requirements stated in this agreement. The certificate(s) of insurance for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. These minimum insurance requirements do not limit **Contractor's** liability under this Agreement. All insurance policies must be written on an occurrence basis except for Professional/Errors and Omissions and Contractors Pollution liability policies. If coverage is written on a claims-made basis, **Contractor** warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning the date of completion of services of **Contractor** or such longer period as may be required by the Agreement or any warranty periods that apply. **Indemnified Parties** reserves the right to obtain a copy of all insurance policies required in this Agreement.

All insurance, including insurance provided under the commercial umbrella, shall be written on an occurrence basis, except and only if occurrence-based coverage is not reasonably available, in which event claims-made coverage shall be provided for a claim period acceptable to Owner and shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the Owner. Coverages shall be maintained without interruption from date of commencement of the Work until date of final payment and thereafter for any coverage required to be maintained after final payment. The St. Louis Economic Development Partnership shall be added as an additional insured on all policies except Workers' Compensation policies. The Additional Insureds clause shall be ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage under the general liability and umbrella programs. The coverage on all such policies required from Contractor pursuant to this Contract shall be primary to any valid and collectible insurance carried by Owner. Nothing in this Section shall modify or limit contractor's liability as otherwise provided herein.

The Contactor shall maintain in force for the full period of the Contract, pollution liability insurance coverage in the minimum amount set forth herein for the losses caused by sudden and non-sudden pollution conditions that arise from the operations of the Contractor. There shall be no exclusions which would limit coverage for PCB-related work or for transportation and/or disposal of contaminated material. Such insurance shall apply to bodily injury and property damage, including loss of use of the damaged property or property that has not been physically injured, and shall cover cleanup, transportation, disposal, remediation and defense cost, including all expenses incurred in the investigation, defense, payment or settlement of claims. If claims made, the insurance coverage shall be retroactive to the earlier of the date of this Contract or the commencement of the Contractor's work on the Project, and Contractor shall cause the same to remain in effect for a period of at least five (5) years after final acceptance of the Project by the Owner or such other period as may be set forth in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work (or before any Subcontractor commences its portion of the work in the case of Subcontractor certificates). Upon request following any claim against the Owner appearing to be within the required coverages, the Contractor shall furnish true and complete copies of all insurance policies. These policies and certificates shall contain a provision that coverages afforded under the policies will not be canceled, amended, allowed to expire until at

least 30 days' prior written notice has been given to the Owner and shall set forth evidence of all coverage required herein. Certificates of Insurance shall contain transcripts from the proper office of the insurer, evidencing in particular those insured and specifically setting forth evidence of all coverage required herein, the location and operations in which the insurance applies, the expiration date and notice of cancellation clause. Contractor shall request of all its insurers that they give 60 days written notice before cancellation or expiration. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

Insurance similar to that required of the Contractor (other than excess liability coverage, which shall not be required) shall be provided by or on behalf of all Subcontractors performing work at the Project, to cover their operations performed under the Contract Documents. The Contractor shall be held responsible for any modification of these insurance requirements as they apply to Subcontractor. The Contractor shall maintain Certificates of Insurance from all Subcontractors, enumerating among other things, the waivers in favor of and insured status of the Indemnitees, as required herein and make them available to the Owner upon request. Any variation in the Subcontractors' insurance coverage shall be approved by the Owner in advance, coincident with the Owner's approval of the Subcontractor. For purposes of this Section, the term "Subcontractor(s)" shall include Subcontractors of any tier.

Any insurance policy covering the Contractor's or its Subcontractors' equipment against loss by physical damage shall include an endorsement waiving the insurer's right of subrogation against the Indemnitees. Such insurance shall be the Contractor's and Subcontractors' sole and complete means of recovery for any such loss. Should the Contractor or its Subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor and Subcontractors hereby waive any claim for damage or loss to said equipment in favor of the Indemnitees.

The Contractor shall purchase and maintain property insurance covering all property owned by, or in control of, the Contractor which is not to be incorporated into the Work, including without limitation, tools, equipment and materials. The Contractor shall also require the Subcontractors to provide "all risk" insurance to protect the Contractor for materials in transit or in storage off the Project Site, until either incorporated in the Work or stored on the Project Site, at the full replacement cost value. The Contractor and Subcontractors waive all rights against the Owner and each other for damages caused by fire or other perils or for loss of use to property insured pursuant to this paragraph.

Subcontractors and Sub-subcontractors are subject to the same insurance requirements as **Contractor**, except only as follows:

- a. Professional Liability/Errors and Omissions insurance shall be required if the applicable scope of work includes any removal, transportation, disposal, handling, remediation or abatement of hazardous materials, substances, or waste, or any engineering, surveying, or if required in the applicable subcontract.

- b. Contractors Pollution Liability insurance shall be required if such coverage is required in the applicable subcontract, or if the applicable scope of work includes any removal, transportation, disposal, handling, remediation or abatement of hazardous materials, substances, or waste.
- c. With respect to the required additional insured endorsements under the CGL and any commercial umbrella insurance, the requirements for specific edition dates for form CG 2010 and form CG 2037 shall not apply.
- d. Limits of liability for each required coverage shall not be less than required in the applicable subcontract; however, in no event shall a Subcontractor or Sub-subcontractor be required to have limits of liability less than \$1,000,000 for any third-party liability coverage required herein.

Contractor shall cause each Subcontractor and Sub-subcontractor to purchase and maintain such required insurance. **Contractor** is also responsible for assuring that all Subcontractors' and Sub-subcontractors' insurance policies required herein comply with the additional insured, primary and non-contributory and waiver of subrogation requirements. If requested by **Owner**, **Contractor** shall provide **Owner** with certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements for the insurance required for all Subcontractors and Sub-subcontractors.

Appendix B

FEDERAL FUNDING REQUIREMENTS AND DAVIS-BACON WAGE DETERMINATION

The Project is funded in whole or in part by EPA Brownfields funding and other Owner-identified funding sources. The federal funding requirements in this Appendix apply to the Work. The applicable Davis-Bacon wage determination is attached in Appendix B and is incorporated into the Contract Documents.

B.1 Equal Employment Opportunity

The Contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

B.2 Davis-Bacon Act and Copeland Anti-Kickback Act

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148), as supplemented by Department of Labor regulations at 29 CFR Part 5, and the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations at 29 CFR Part 3. The Contractor shall comply with all requirements of 29 C.F.R. § 5.5 (attached hereto in Appendix B and incorporated herein by reference), including but not limited to the payment of prevailing wages, the submission of weekly certified payrolls, the maintenance of payroll records for at least three years, and compliance with the Contract Work Hours and Safety Standards Act. The Contractor shall include the provisions of Appendix B in all subcontracts at any tier and ensure strict compliance by all subcontractors.

B.3 Contract Work Hours and Safety Standards Act

The Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

B.4 Clean Air Act and Federal Water Pollution Control Act

The Contractor 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 awarding agency and the Regional Office of the Environmental Protection Agency.

B.5 Debarment and Suspension

The Contractor certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and Executive Order 12689.

B.6 Byrd Anti-Lobbying Amendment

The Contractor certifies that it will not and has not used federal appropriated funds to pay any person or organization 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 obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.

B.7 Title VI of the Civil Rights Act of 1964

The Contractor will comply with Title VI of the Civil Rights Act of 1964 as codified in 42 U.S.C. 2000d et seq.

B.8 Telecommunications Prohibition

The Contractor agrees that it will not use telecommunications and video surveillance equipment and services as prohibited by 2 CFR 200.216 and 200.471.

B.9 Domestic Preferences

In accordance with 2 CFR 200.322, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

B.10 Buy America, Build America

LCRA received financial support from the U.S. Environmental Protection Agency (EPA) under an assistance agreement to procure the items in this Request for Proposals (RFP). As a result, the Build America, Buy America Act (BABA) may apply to the procurement of item(s) in this RFP. The LCRA is requesting bidders identify whether proposed items meet the criteria of BABA. A bidder that asserts the product can comply with BABA, may be asked to certify compliance, if selected. If the bidder cannot meet BABA requirements, the LCRA requests the bidder provide information as to what it would take to comply and the associated costs. Information about compliance with BABA can be found at <https://www.ecfr.gov/current/title-2/subtitleA/chapter-I/part-184> and <https://www.whitehouse.gov/wp-content/uploads/2023/10/M-24-02-Buy-America-Implementation-Guidance-Update.pdf>.

Contractor Acknowledgment:

Federal funding provisions apply. The Contractor acknowledges and agrees to comply with all provisions of this Appendix.

Signature: _____ Date: _____

Printed Name: _____

PREVAILING WAGE ORDER & APPLICABLE LEGAL PROVISIONS

The Missouri Annual Wage Order for St. Louis County, issued by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, is attached in Appendix B and incorporated into the Contract Documents.

The Contractor shall post the applicable prevailing wage rates in a prominent and accessible location at the Project site throughout the duration of the Work. The Contractor shall submit certified payroll records to the Owner on a frequency and in a format consistent with Missouri law and the Contract Documents.

NOTE: The Prevailing Wage Order applicable to this Project will be the Annual Wage Order in effect at the time the contract is executed, or as otherwise required by Missouri law. It is the Contractor's responsibility to confirm with the Missouri Department of Labor and Industrial Relations – Division of Labor Standards that the attached applicable Annual Wage Order for St. Louis County remains current and to post all required notices at the job site.

It is the Contractor's responsibility to use its best efforts to provide a preference for the purchase, acquisition, and use of goods, products, materials, etc. produced within the United States, in the performance of this Agreement pursuant to 2 CFR §200.322. The bidder must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines. The bidder will follow all applicable environmental requirements, which includes the Clean Air Act (42 U.S.C.A. §7401 et seq.) ("CAA"); Federal Water Pollution Control Act and amendments (33 U.S.C.A. §1251 et seq.) ("Clean Water Act" or "CWA"); and regulations, rules, guidelines, or standards promulgated pursuant to such laws, statute and regulations, as such statutes, regulations, rules, guidelines, and standards, as amended from time to time. The bidder will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702, the bidder is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Finally, the bidder will comply with the Davis Bacon Act and Title VI of the Civil Rights Act of 1964 as codified in 42 U.S.C. §2000d et seq. and agrees that it will not use telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471.

Contractor Acknowledgment:

The Contractor acknowledges that the prevailing wage rates will apply to all on-site labor performed under this Contract and that the Contractor's labor rates reflect compliance with the applicable prevailing wage requirements.

Signature: _____ Date: _____

Printed Name: _____

"General Decision Number: MO20260089 05/18/2026

State: Missouri

Construction Types: Building

Counties: Missouri Counties of
St Louis and Washington

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0001-001 10/07/2024

Rates

Fringes

HEAT & FROST INSULATOR (INCLUDES DUCT, PIPE AND
MECHANICAL SYSTEMS).....\$ 43.48

27.24

BRM0001-009 06/04/2024

Rates

Fringes

BRICKLAYER.....\$ 41.15

23.90

BRM0018-003 07/05/2023

Rates

Fringes

TILE SETTER.....\$ 34.09

20.36

CARP1011-002 05/01/2024

Rates

Fringes

CARPENTER.....\$ 39.78

22.40

CARP1310-002 05/01/2024

Rates

Fringes

FLOOR LAYER: SOFT FLOORS.....\$ 40.08

21.85

ELEC0001-004 06/22/2025

Rates

Fringes

ELECTRICIAN (COMMUNICATION TECHNICIAN).....\$ 49.29

33.64

ELEC0001-010 06/22/2025

Rates

Fringes

ELECTRICIAN.....\$ 49.29

33.64

ELEV0003-004 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC. FOOTNOTES: A. VACATION:
EMPLOYER CONTRIBUTES 8% OF BASIC HOURLY RATE AS
VACATION PAY CREDIT FOR MORE THAN 5 YEARS OF

SERVICE; AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE.

B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY,
THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY
AND CHRISTMAS DAY.....\$ 62.73 38.44

ENGI0513-023 05/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR: FORKLIFT.....\$ 43.46 30.22
POWER EQUIPMENT OPERATOR: BOBCAT/SKID STEER/SKID
LOADER.....\$ 43.46 30.22
POWER EQUIPMENT OPERATOR:
BACKHOE/EXCAVATOR/TRACKHOE.....\$ 43.46 30.22

ENGI0513-026 05/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: OILER.....\$ 39.06 30.38

ENGI0513-027 05/07/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: BULLDOZER.....\$ 45.96 30.57

ENGI0513-028 05/07/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: CRANE.....\$ 45.96 30.57

IRON0396-008 08/06/2025

Rates

Fringes

IRONWORKER.....\$ 44.27 31.65

LAB00110-007 06/04/2025

Rates

Fringes

LABORER: PIPELAYER.....\$ 40.82 17.56

LAB00110-009 03/01/2025

Rates

Fringes

LABORER, COMMON OR GENERAL (PROJECTS UNDER
2,000,000).....\$ 32.23 15.91
LABORER, COMMON OR GENERAL (PROJECTS OVER
\$20,000,000).....\$ 35.73 15.91
LABORER, COMMON OR GENERAL (PROJECTS BETWEEN
\$1,000,000 & \$20,000,000).....\$ 34.23 15.91

LAB01104-007 03/01/2025

Rates

Fringes

LABORER: MASON TENDER - CEMENT/CONCRETE.....\$ 31.80 14.91

PADC0058-001 09/01/2024

Rates

Fringes

PAINTER.....\$ 39.40 17.66

PLAS0527-005 04/01/2023

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER.....\$ 38.46 20.15

PLUM0562-018 07/01/2025		
	Rates	Fringes
PIPEFITTER.....	\$ 52.60	29.93

PLUM0562-019 07/01/2025		
	Rates	Fringes
PLUMBER.....	\$ 52.60	29.93

ROOF0002-016 03/01/2025		
	Rates	Fringes
ROOFER.....	\$ 40.00	22.05

SFM00268-005 01/01/2025		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 51.73	29.55

SHEE0036-036 08/01/2025		
	Rates	Fringes
SHEET METAL WORKER.....	\$ 52.00	27.12

UAVGM00002 01/01/2025		
	Rates	Fringes
OPERATOR: ROLLER.....	\$ 39.61	30.15

UAVGM00003 01/01/2025		
	Rates	Fringes
LABORER: MASON TENDER - BRICK.....	\$ 37.58	17.21

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers

at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Wage and Hour Administrator

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

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

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

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

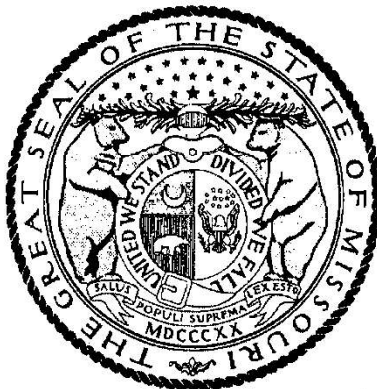
=====
END OF GENERAL DECISION

"

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 33

Section 100
ST. LOUIS COUNTY

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

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2026

Last Date Objections May Be Filed: April 9, 2026

Prepared by Missouri Department of Labor and Industrial Relations

ST. LOUIS COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.26
Boilermaker	\$44.93*
Bricklayer - Stone Mason	\$65.89
Carpenter	\$69.38
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$61.40
Plasterer	
Communication Technician	\$67.84
Electrician (Inside Wireman)	\$79.41
Electrician (Outside Lineman)	\$44.93*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$106.30
Glazier	\$71.63
Iron Worker	\$75.80
Laborer	\$58.92
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$57.31
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$76.62
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	\$57.67
Plumber	\$83.99
Pipe Fitter	
Roofer/WaterProofer	\$62.13
Sheet Metal Worker	\$78.63
Sprinkler Fitter - Fire Protection	\$88.12
Truck Driver	\$44.93*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

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

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

ST. LOUIS COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$70.28
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$77.51
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	\$59.45
Laborer - General	
Laborer - Skilled	
Operating Engineer	\$76.52
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	\$40.45
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

This content is from the eCFR and is authoritative but unofficial.

Title 29 — Labor

Subtitle A — Office of the Secretary of Labor

Part 5 — Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

Subpart A — Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Authority: 5 U.S.C. 301; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 28 U.S.C. 2461 note; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; Secretary's Order No. 01-2014, 79 FR 77527; and the laws referenced by § 5.1(a).

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§ 5.5 Contract provisions and related matters.

(a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages —**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

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

(iii) Conformance.

- (A)** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
 - (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2)** The classification is used in the area by the construction industry; and
 - (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B)** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a

report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - (vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.
- (2) **Withholding –**
- (i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld

from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

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

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

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

or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

(ii) ***Certified payroll requirements –***

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

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

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

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
 - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access —**
- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency

may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity –**

(i) **Apprentices –**

- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5,

6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

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

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 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 (b)(1).

(3) *Withholding for unpaid wages and liquidated damages* –

(i) ***Withholding process.*** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

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

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.

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

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

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

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022; 88 FR 2215, Jan. 13, 2023; 88 FR 57734, Aug. 23, 2023; 89 FR 1815, Jan. 11, 2024; 90 FR 1859, Jan. 10, 2025]

Appendix C

SUPPLEMENTARY ADMINISTRATIVE CONDITIONS FOR PERFORMANCE-BASED REMEDiation

This Appendix contains Supplementary Conditions that modify and supplement the Agreement and other Contract Documents for this remediation contract. The Supplementary Conditions include TSCA/PCB-specific administrative, documentation, and compliance provisions consistent with the performance-based nature of this Project.

1. Purpose

The Supplementary Conditions establish contract administration requirements and enforceable documentation deliverables, including turnover documentation package expectations, recordkeeping requirements, and closeout documentation inputs.

2. Scope Firewall

The Contractor's responsibilities are limited to the Work under this remediation Contract and preventing uncontrolled migration or recontamination attributable to the Contractor's Work. The Contractor does not direct or manage the schedules or means and methods of other parties performing work at the Site.

C-1 Governing Technical Documents and Incorporation

C-1.1 Governing Technical Requirements. The Contractor shall perform the Work in accordance with the Contract Documents. All technical performance requirements, acceptance criteria, verification rules, waste designation and disposal routing requirements, and documentation gates are established in the Cleanup Plan and Volume 2. The Contractor shall implement those requirements as written.

C-1.2 No Modification of the Cleanup Plan. This Contract implements the Cleanup Plan. The Contractor shall not modify, substitute, or deviate from the Cleanup Plan requirements or Volume 2 except through the change management process described in Section C-8 of this Appendix and as otherwise authorized in writing by the Owner.

C-1.3 Conflicts. If the Contractor identifies any apparent conflict, ambiguity, or discrepancy among the Contract Documents affecting the Work, the Contractor shall promptly notify the Owner in writing and shall not proceed with the affected Work until the Owner provides written direction. The order of precedence in the Contract Documents governs.

C-2 Performance-Based Means and Methods

C-2.1 Contractor Means and Methods. This Project is performance-based. The Contractor is solely responsible for selecting and implementing means and methods necessary to meet the requirements of the Cleanup Plan and Volume 2 and to comply with applicable law.

C-2.2 No Direction of Means and Methods by Owner. The Owner and Owner's Environmental Consultant do not direct the Contractor's means and methods. Any review of submittals or field documentation by the Owner or Owner's Environmental Consultant is for confirmation of contractual compliance and documentation completeness and does not transfer responsibility for means and methods to the Owner.

C-2.3 Compliance Responsibility. The Contractor remains responsible for compliance with all applicable requirements governing the Work, including those referenced in the Contract Documents. No statement or omission in this Contract is intended to reduce or transfer that responsibility.

C-3 Submittals and Acceptance Process

C-3.1 Required Submittals. The Contractor shall provide the submittals required by by the Contract Documents and Volume 2. Submittals include, at minimum, pre-mobilization submittals and implementation-phase documentation submittals (as applicable to the Contractor's Work).

C-3.2 Submittal Review Categories. Submittals will be reviewed and returned under one of the following dispositions: Accepted, Accepted as Noted, Revise and Resubmit, or Rejected.

C-3.3 Effect of Submittal Review. A review disposition does not relieve the Contractor of responsibility for compliance, accuracy, completeness, or performance of the Work. The Contractor shall correct any identified deficiencies and shall provide revised submittals where required.

C-3.4 Proceeding at Risk. The Contractor shall not proceed with Work dependent on a required submittal until the required submittal has been Accepted or Accepted as Noted, unless the Owner provides written authorization to proceed.

C-4 Turnover and Acceptance Milestones

C-4.1 Turnover as a Contract Milestone. "Turnover" is an environmental status milestone supported by verification and documentation as defined in the Cleanup Plan and Volume 2. Turnover is distinct from general construction completion and is not implied by substantial completion of physical tasks.

C-4.2 Turnover Documentation Package. For each area where Turnover is proposed, the Contractor shall assemble and submit the Turnover Documentation Package required by the Contract Documents and Volume 2. The Contractor shall not represent an area as suitable for routine use or occupancy until Turnover has been documented in writing by the Owner or Owner's Environmental Consultant.

C-4.3 Final Acceptance and Closeout. Final acceptance of the Work is contingent upon submission of complete closeout deliverables required by the Contract Documents and Volume 2, including required waste documentation, as-built documentation generated by the Contractor's Work, and completion documentation inputs. Administrative closeout is a condition precedent to final payment to the extent specified in the Contract Documents.

C-5 Regulatory Communications and Notices

C-5.1 Communication Protocol. Unless expressly stated otherwise in the Contract Documents, formal regulatory communications and notices shall be transmitted by the Owner or the Owner's Environmental Consultant. The Contractor shall not represent the Owner in communications with regulatory agencies.

C-5.2 Contractor Support. The Contractor shall provide draft notices, supporting documentation, and technical information generated by the Contractor's Work as needed to support Owner or Owner's Environmental Consultant communications, approvals, or submissions required under the Contract Documents.

C-5.3 No Independent Commitments. The Contractor shall not make commitments or representations to a regulator on behalf of the Owner. If a regulator requests information directly from the Contractor, the Contractor shall promptly notify the Owner and the Owner's Environmental Consultant and provide requested information only as directed by the Owner.

C-6 Records, Data, and Deliverable Format

C-6.1 Recordkeeping Standard. The Contractor shall maintain complete and accurate records of the Work sufficient to support the requirements of the Contract Documents and Volume 2, turnover

decisions, waste documentation, and closeout documentation. Records shall meet the written records requirements of 40 CFR §761.180(a) as applicable to the Work. The Contractor shall retain all project records for a minimum of three (3) years after Contract closeout per 40 CFR §761.180(b), or such longer period as may be required by EPA or by the terms of the EPA approval conditions. Upon Contract closeout, the Contractor shall transfer a complete set of records to the Owner in the format specified in Section C-6.3.

C-6.2 Required Record Types. Records include, as applicable: daily reports; field logs; chain-of-custody documentation; laboratory reports; calibration and equipment logs; photo logs; waste container inventories; shipment documentation; decontamination records; corrective action records; and as-built markups generated by the Contractor's Work.

C-6.3 Deliverable Organization. Unless otherwise directed, the Contractor shall submit deliverables in a location-indexed and Verification Unit-indexed organization sufficient to support traceability and closeout compilation. Digital deliverables shall be submitted in searchable PDF format where practicable, with native files provided where required (for example, spreadsheets and marked-up drawings).

C-7 Waste Shipment Documentation and Reconciliation

C-7.1 Shipment Packages. For each waste shipment generated by the Contractor's Work, the Contractor shall provide a shipment package containing the shipping documentation required by the Contract Documents and Volume 2 and the receiving facility documentation provided to the Contractor.

C-7.2 Reconciliation. The Contractor shall maintain container inventories and reconcile shipment documentation to container inventories and source area records. Discrepancies shall be identified and resolved promptly and documented in the project record.

C-7.3 Segregation and Traceability. The Contractor shall maintain segregation and traceability of waste streams consistent with the Contract Documents and Volume 2 and shall not commingle or dilute wastes.

C-8 Change Management

C-8.1 Field Change Identification. The Contractor shall promptly identify unexpected conditions or field circumstances that could affect performance, verification, waste designation, disposal routing, or documentation requirements, and shall document the condition in writing.

C-8.2 Authorization. The Contractor shall not implement material changes to the Work that could affect the governing technical requirements without written authorization from the Owner.

C-8.3 Gap Report and Stop-Work for Unresolved Compliance Pathways. If the Contractor is uncertain about the applicable contract requirement for a condition affecting the Work, the Contractor shall submit a written gap report describing the condition, the affected Work, and the specific decision needed. The Contractor shall suspend the affected activity until the Owner provides written direction.

C-8.4 Field Change Log. The Contractor shall maintain a running log of field changes, deviations, and corrective actions for inclusion in closeout deliverables to the extent required by the Contract Documents and Volume 2.

C-9 Scope Firewall and Non-Coordination

C-9.1 Scope Firewall. The Contractor's responsibilities are limited to the Work under this remediation Contract as defined by the Contract Documents.

C-9.2 No Management of Other Parties. The Contractor shall not direct or manage the schedules, staffing, means and methods, or performance of other contractors or parties operating at the Site.

C-9.3 No Spread Attributable to Contractor's Work. The Contractor shall implement controls sufficient to prevent uncontrolled migration or recontamination attributable to the Contractor's Work and shall document corrective actions taken in response to any conditions attributable to the Contractor's Work.

C-10 IC and O&M Boundary

C-10.1 Owner Responsibilities. IC administration and long-term O&M are Owner responsibilities.

C-10.2 Contractor Responsibilities. The Contractor shall provide, as part of closeout, the as-built documentation generated by the Contractor's Work and other stewardship record inputs required by the Cleanup Plan and Volume 2.

C-10.3 No O&M Manuals or Long-Term Inspection Programs. Unless expressly included by written amendment, the Contractor shall not prepare or update long-term O&M manuals, inspection schedules, or ongoing inspection logs under this Contract.

C-11 EPA Site Access and Cooperation

C-11.1 Right of Access. The Contractor shall provide EPA Region 7 representatives and their designated agents with access to the Project site, work areas, waste storage areas, equipment, records, and personnel upon request. This obligation is consistent with the inspection authority granted to EPA under the Toxic Substances Control Act (15 U.S.C. 2610) and applies throughout the duration of the Contract.

C-11.2 Cooperation During Inspections. When EPA representatives are on site, the Contractor shall provide reasonable cooperation, including making work areas accessible, making knowledgeable personnel available for questions, and providing copies of requested records within a reasonable time. The Contractor shall not obstruct, delay, or condition EPA access. The Contractor shall notify the Owner and the Owner's Environmental Consultant promptly upon becoming aware of any EPA site visit, inspection request, or information request.

C-12 Post-Closeout Cooperation

C-12.1 Cooperation Obligation. For a period of twelve (12) months following the date of final payment under this Contract, the Contractor shall provide reasonable cooperation with the Owner and the Owner's Environmental Consultant in connection with:

- a) EPA review of or inquiries regarding the Completion Report, verification data, waste documentation, or other Contract deliverables
- b) Recording of institutional control instruments (Environmental Covenant, Deed Notice, or equivalent) that require Contractor-generated as-built exhibits, boundary descriptions, or managed area documentation.
- c) Clarification or supplementation of Contractor-generated records where the Owner or Owner's Environmental Consultant determines that additional information is needed to respond to EPA or to complete closeout documentation.

C-12.2 Scope and Compensation. Reasonable cooperation includes responding to written inquiries within ten (10) business days, providing copies of retained records, and making knowledgeable personnel available for telephone or video conferences at mutually convenient times. The Contractor shall not be

required to perform new field work, sampling, or analysis under this provision. If EPA directs additional field work after Contract closeout, such work shall be separately procured by the Owner.

Cooperation under this provision shall be at no additional cost to the Owner for reasonable inquiry responses and record production. If a specific EPA inquiry requires Contractor effort exceeding eight (8) person-hours in total during the cooperation period, the Owner and Contractor shall negotiate compensation for the additional effort at the Contract's applicable billing rates.