

# **IMPROVEMENT CONTRACT FOR**

**Project No. 1220A**

**Pool Pump Replacements**

**In  
University City, Missouri**

**November 2015**



**City Of University City**

**TABLE OF CONTENTS**

1.1	INVITATION FOR BIDS
1.2	INSTRUCTIONS TO BIDDERS
1.2a	SPECIFICATIONS
1.3	PROPOSAL
1.3a	BID BOND
1.3b	NON-COLLUSION AFFIDAVIT
1.3c	SUBCONTRACTOR UTILIZATION FORM
1.3d	EQUAL OPPORTUNITY EMPLOYMENT COMPLIANCE
1.3e	CONTRACTOR QUALIFICATION WORKSHEET
1.3f	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION TRAINING
1.3g	AFFIDAVIT OF WORK AUTHORIZATION
1.4	NOTICE OF AWARD
1.5	CONTRACT PERFORMANCE BOND
1.5a	CONTRACT PAYMENT BOND
1.6	CONTRACT
1.7	NOTICE TO PROCEED
2.0	CONDITIONS OF THE CONTRACT
3.0	ST. LOUIS COUNTY ANNUAL WAGE RATES
4.0	LOCATIONS, MAPS, PHOTOS

INVITATION FOR BIDS: Sealed bids for **Project No. 1220A “Pool Pump Replacements”** will be received by the City of University City in the Administrative Services Department, 1<sup>st</sup> Floor, 6801 Delmar Blvd., University City, MO 63130, until **10:00 A.M. CDT Friday, November 20, 2015**. Bid packages are available through Drexel Technologies eDistribution Plan Room web site (<http://planroom.drexeltech.com>). Log on using your email address as your Username, and first initial followed by last name as your password. If you do not already have an account, setting one up is easy and free. Once you are logged in, click on Public Jobs and then scroll down to the St. Louis Plan Room for this City of University City project.

**The Scope of Work consists of furnishing all labor, equipment and materials to replace two (2) 40 HP pool pumps and one (1) 10 HP pool pump at Heman Park Pool located at 7210 Olive Blvd, in University City, MO, 63130.** See the appropriate sections of the contract book for specifics. The City encourages DBE's to submit bids as prime contractors for any project they feel can be managed by their company.

**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1**  
**DEFINITIONS**

1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Bid form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consists of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda, and all Modifications.

1.2 All definitions set forth in the General Conditions of City-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

**ARTICLE 2**  
**BIDDER'S REPRESENTATIONS**

2.1 Each Bidder by making his Bid represents and warrants that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.

2.1.3 His Bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

**ARTICLE 3**  
**BIDDING DOCUMENTS**

**3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

### **3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least five (5) working days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

### **3.3 SUBSTITUTIONS**

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least five (5) working days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

### **3.4 ADDENDA**

3.4.1 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No addenda will be issued later than three (3) working days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda on his Bid Proposal.

## **ARTICLE 4** **BIDDING PROCEDURE**

### **4.1 FORM AND STYLE OF BIDS**

**4.1.1 Attached to the Contract Documents are a separate, complete set of Bid Forms to be signed and submitted as the Contractor's Formal Bid.**

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the make-up of the Bid Form, dollar amount shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the Bid. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates.

4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

**4.2 BID SECURITY**

4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of University City, Missouri, in the amount of not less than five percent (5%) of the Base Bid plus the greatest of the Alternate Bids. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

4.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn as provided in Section 4.4.1 of the Instructions to Bidders, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.

**4.3 SUBMISSION OF BIDS**

4.3.1 Bidders must complete and submit with their bids the "Non-Collusion Affidavit" included with the Bid Form and 5% Bid Bond. Bidders shall also complete and submit the following forms:

1. a designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the Bidder with his own forces;
2. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
3. "Subcontractor Approval Form" for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
4. The contractor shall include in the bid forms a "Sample of Certificate of Insurance" including limits of said policy and carriers of policy.
5. The contractor **shall include** in the bid forms documentation **on surety company letterhead** by a company licensed to do business in the locale stating the rating given that company **by A.M. Best**. The City will accept only a rating of **A- or better**.

6. "Equal Opportunity Employment Compliance Form" for this project shall be included in the bid submittal, **including each and every Subcontractor.**
7. A completed Contractor Qualification Worksheet is required with the bid submittal stating the required information accurately.

4.3.2 All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to City of University City, Administrative Services Department, 6801 Delmar Boulevard, City of University City, Missouri 63130 and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the invitation to Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

#### **4.4 MODIFICATION OR WITHDRAWAL OF BID**

4.4.1 A Bid may not be modified, withdrawn or cancelled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by electronic mail. If by electronic mail, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

### **ARTICLE 5** **CONSIDERATION OF BIDS**

#### **5.1 OPENING OF BIDS**

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud.

#### **5.2 REJECTION OF BIDS**

5.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to rebid the Work at a later date if all Bids are rejected.

#### **5.3 ACCEPTANCE OF BID (AWARD)**

5.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications in their bid submittal in accordance with Section 4.3.1 of the Instructions to Bidders and of the City. The City reserves the

right to reject any Bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the Work in accordance with the Contract.

5.3.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.

5.3.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

**ARTICLE 6**  
**POST BID INFORMATION**

**6.1 SUBMITTALS**

6.1.1 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Prior to the award of the contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Section 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

6.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 6.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

6.1.4 The bidder will be required to submit to the City a fully executed "**Notification of Utilities**" prior to starting work.

**ARTICLE 7**  
**AWARD OF CONTRACT**

7.1 Following receipt to the satisfaction of the City of all information required under Paragraph 6.1 above, the City shall mail to the successful Bidder the Notice of Award of the Contract.

7.2 Within fifteen (15) calendar days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by subparagraph 10.1.3 of the General conditions. In the event the successful Bidder fails to execute and deliver the contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract of another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

**ARTICLE 8**  
**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

**8.1 BOND REQUIREMENTS**

8.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as the City may prescribe. The cost of such bonds shall be included in the Bid.

**8.2 TIME OF DELIVERY AND FORM OF BONDS**

8.2.1 The Bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the



Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

**ARTICLE 9**

**FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR**

**9.1 FORM TO BE USED**

9.1.1 Unless otherwise required in the Bidding Documents, the City-Contractor Agreement for the Work shall be in the form attached hereto.

**ARTICLE 10**

**E-VERIFY**

The bidders shall comply with the E-Verify requirements as set forth by the U.S. Department of Homeland Security and present a Memorandum of Understanding executed with the Department of Homeland Security or a Company Information Page including their company ID documenting their enrollment in E-Verify.

**SPECIFICATIONS**

***It is the responsibility of the bidder to visit the site and obtain exact measurements and necessary information.***

Location: Heman Park Swimming Pool  
7210 Olive Blvd.  
University City, MO. 63130

Contact: Ewald Winker, Jr.  
Park Operations Superintendent  
(314) 505-8618

Scope of Work:

- 1) Provide all material and labor to replace two (2) pumps:

Remove the existing 40 HP pumping units on main pool circulating system  
Furnish and install two (2), Crown Self Priming Pumps, Model PO8LA-14X (Or Equal), 8 x 8, mounted on a welded steel base, complete with coupling and coupling guard, driven by a 40 HP, 1750 RPM, 230/460/3/60 TEFC Motor

Furnish and install two (2) NEMA 12 Variable Speed Motor Controllers

*See the attached Energy savings and pump/motor cut sheets*

**Please include any deduction for Ameren Missouri ActOnEnergy incentives**

- 2) Provide all material and labor to replace one (1) pump:

Remove the existing 10 HP pumping unit on the water slide circulating system  
Furnish and install one (1) C Series Commercial Bronze Pump, 6 x4, with stainless steel strainer basket  
Direct connected to a 10 HP, 220-440 Volt, 3 Phase, 60 Hz, Motor  
NSF Certified, Rated 450 GPM @ 70 ft. TDH  
Pentair #011659, CHK-100  
Deliver pump to site, install and operate to check for proper operation

NOTE:

**Energy Use:** Energy Efficiency shall be priority on selection pumps.

**Restoration:** Proper care shall be taken to restore surroundings to pre-existing conditions or better.  
Restoration shall be incidental.

**Disposal:** Proper disposal and recycling of all waste are required. Scrap metal may be disposed of at the University City transfer station for recycling.

**PROPOSAL**

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

City of University City  
Administrative Services Department  
6801 Delmar Boulevard  
University City, Missouri 63130

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS:

The Undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed.

BID BOND:

A Bid Bond, certified check or other approved form of payment attached, without endorsement, in the sum of not less than five percent (5%) of the amount of the Proposal is furnished to the Owner as a guarantee that the Contract will be executed and a Contract Bond and Insurance Coverage will be furnished within fifteen (15) calendar days after award of the Contract to the Undersigned.

EXECUTION OF AGREEMENT AND FURNISHING BONDS:

Within fifteen (15) calendar days after being awarded the Contract, the Undersigned agrees to execute the form of the Contract, included as one of the Contract Documents, and to furnish a Contract Bond in an amount equal to 100% of the contract amount to insure the proper and prompt completion of the work in accordance with the provisions of the contract and to insure payment for all labor performed and material consumed or used in the work, and to furnish certificates of insurance. The certificates of insurance shall list the City of University City as additionally insured.

STIPULATED AMOUNT OF BID:

The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the project together with other incidental work, for the following unit bid prices:

(See following pages).

## ITEMIZED PROPOSAL

Item	Description	Amount
1	Furnish and install two (2), Crown Self Priming Pumps, Model PO8LA-14X (Or Equal), 8 x 8, mounted on a welded steel base, complete with coupling and coupling guard, driven by a 40 HP, 1750 RPM, 230/460/3/60 TEFC Motor Furnish and install two (2) NEMA 12 Variable Speed Motor Controllers	\$
2	Furnish and install one (1) C Series Commercial Bronze Pump, 6 x4, with stainless steel strainer basket Direct connected to a 10 HP, 220-440 Volt, 3 Phase, 60 Hz, Motor NSF Certified, Rated 450 GPM @ 70 ft. TDH Pentair #011659, CHK-100 Deliver pump to site, install and operate to check for proper operation	\$
<b>Please provide the energy savings calculations and performance curves for each pump and drawings showing the complete pumping unit. See section 4.0 for an example.</b>		
<b>TOTAL BID AMOUNT</b>		<b>\$</b>

ADDENDA:

The Undersigned hereby acknowledges the receipt of any and all Addenda by attaching a signed copy of the Addenda to this proposal.

CONTRACT TIME:

If awarded the Contract, the Undersigned agrees to complete the work within **ninety (90) calendar days** or before **April 8, 2016** of the commencement of the Contract time, as defined in the General Conditions of the Contract.

LIQUIDATED DAMAGES:

Since time is of the essence in this Contract, it is agreed that the Owner would suffer loss by the failure of the Contractor to have said work completed in all its parts on said day, and as it might be difficult and expensive to accurately compute the amount of such loss, in order to avoid such expense and difficulty, the Contractor expressly covenants and agrees to pay the Owner the sum of \$100.00 per day for each and every day, after said ninety days (90) calendar days have expired (or after April 8, 2015) during or upon which said work or any part thereof remains incomplete and unfinished, not as a penalty but as the liquidated actual losses which the Owner will suffer on account of any failure on the part of the Contractor to have the said work completed in all its parts on said day; and that any sum which may be due the Owner for such losses may be deducted and retained by the Owner from any balance which may be due the Contractor when the said work shall have been finished and accepted as hereinafter provided. It is, however agreed that in case any failure to complete the said work or some part thereof on said day shall be due to any cause beyond the Contractors control, the Engineer may, with the approval of the Owner, grant an extension of time.

If in the opinion of the Engineer any part of the work cannot be carried on to completion because of unsuitable winter weather, work will be suspended by written order and the calendar day count discontinued.

OWNERS RIGHTS RESERVED:

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner.

## **CITY OF UNIVERSITY CITY, MISSOURI**

### **PREVAILING WAGE RATES:**

It is understood that the schedule of prevailing hourly rate of wages as established by the State Government for St. Louis County, Missouri, and included in the Contract Documents, are to govern on this project, and the Undersigned certifies that he has examined this schedule of wage rates and that the prices bid are based on such established wage rates.

### **CONTRACTORS DECLARATION:**

The Undersigned Bidder hereby represents that he has visited and examined the site of the work and has carefully examined the INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS, PROPOSAL, CONTRACT, CONTRACT BOND, ALL PROVISIONS AND CONDITIONS FOR THE CONTRACT, SPECIFICATIONS and LOCATION MAPS, and will execute the CONTRACT and perform all its terms, covenants and conditions, and in accordance with the requirements of the Specifications and Drawings.

### **THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:**

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY (TYPED OR PRINTED)

\_\_\_\_\_  
BY (SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

PLEASE CHECK, IF APPLICABLE, FOR YOUR COMPANY:

\_\_\_\_\_ MINORITY OWNED

\_\_\_\_\_ FEMALE OWNED

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_hereinafter called  
the Principal, as Principal, and the \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_,  
hereinafter called the Surety, as Surety, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_  
hereinafter called the Obligee, in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal  
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter  
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds  
as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful  
performance of such Contract and for the prompt payment of labor and material furnished in the  
prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond  
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between  
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the work covered by said bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

**CITY OF UNIVERSITY CITY, MISSOURI**

---

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

In the presence of:

\_\_\_\_\_  
PRINCIPAL (SEAL)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY (SEAL)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE



The City of University City, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is \_\_\_\_\_ \* (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed bid proposal.

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Phone

The above named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names &amp; Addresses of Subcontractors Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontract</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	A. Total of Above	\$ _____
	B. Total Bid Amount	\$ _____

Subcontractor Utilization as a % of Total Bid Amount:  $(A/B \times 100)$  \_\_\_\_\_%

\_\_\_\_\_  
Name Authorized Officer of Bidder

\_\_\_\_\_  
Signature Officer Bidder

\_\_\_\_\_  
Date

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

*City of University City Municipal Code, Ordinance number 2.58.010 is as follows:*

**2.58.010 - Personnel requirements for contractors with city.**

A.

Any person, firm or corporation contracting with the city to provide services such as, but not limited to, technical/professional services, street repairs, supplies, building maintenance, at a cost to the city of fifty thousand dollars (\$50,000.00) or more and involving ten or more employees in the work force providing the contracted services, shall, as a condition precedent to the rendition of such services, certify by affidavit filed with the said city that at least twenty (20) percent of the work force providing the contracted services shall consist of workers generally classified as members of minorities and/or female workers. The city council may, under special circumstances such as, for example, situations requiring technical expertise and/or specialization, waive the conditions set forth herein provided, however, that such waiver is justified by a two-thirds vote of the city council.

B.

Any person, firm or corporation contracting with the city to provide services involving payment of one hundred thousand dollars (\$100,000.00) or more in which there are two or more subcontractors shall agree with the city that at least fifteen (15) percent of the total amount of the city's contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or female workers.

## CITY OF UNIVERSITY CITY, MISSOURI

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### EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

***The City of University City, Missouri requests this information from any bidder AND its subcontractors to whom the City may make an award of the Contract.***

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: \_\_\_\_\_  
Address of Bidder: \_\_\_\_\_  
City State Zip Phone

**For contracts over \$50,000.00 with ten (10) or more workers on the Project;**

The above named bidder proposes to use \_\_\_\_ minorities and/or females for this project which will be \_\_\_\_% of the total work force.

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**For contracts over \$100,000.00 with two (2) or more subcontractors on the Project;\*\***

1. Name of Subcontractor: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor \_\_\_\_
- \_\_\_\_% of the total contract dollar amount allocated to this subcontractor

2. Name of Subcontractor: \_\_\_\_\_  
Address of Subcontractor: \_\_\_\_\_  
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor \_\_\_\_
- \_\_\_\_% of the total contract dollar amount allocated to this subcontractor

Signed: \_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\*\*Use additional sheets if required.

**CONTRACTOR QUALIFICATION WORKSHEET**

***List at least five (5) similar projects within the last five years, as General Contractor:***

Location	Description of Work	Owner/Agency	Name of Representative	Phone Number	Approximate Contract Cost	Date of Completion

***Provide a list of Equipment that is owned by your company:***


***Provide photos of recent projects successfully completed.***

**OSHA TRAINING PROVISIONS**

Missouri law, 292.675 RSMo, requires the Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to City of University City in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

I, \_\_\_\_\_ certify that I have read and understand the provision stated.

**AFFIDAVIT OF WORK AUTHORIZATION**

Comes now (\_\_\_\_\_) as (\_\_\_\_\_) first being duly sworn, on my oath,  
Name Office Held  
affirm (\_\_\_\_\_) is enrolled and will continue to participate in a federal work  
Company Name  
authorization program in respect to employees that will work in connection with the contracted services  
related to (\_\_\_\_\_) for the duration of the contract, if awarded in accordance with  
Bid Number/Project Name  
RSMo Chapter 285.530 (2). I also affirm that (\_\_\_\_\_) does not and will not  
Company Name  
knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to (\_\_\_\_\_) for the duration of the contract, if awarded.  
Bid Number/Project Name

***In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).***

\_\_\_\_\_  
Signature (person with authority) Printed Name

\_\_\_\_\_  
Title Date

Subscribed and sworn to before me this \_\_\_\_ (day) of \_\_\_\_\_ (month, year). I am  
commissioned as a notary public within the County of University City, State of Missouri, and my  
commission expires on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature of notary Date

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: Project No. 1220a – Pool Pump Replacements

The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the CONTRACT and furnish the required PERFORMANCE BOND and PAYMENT BOND, and certificates of insurance within the fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said BONDS within fifteen (15) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and to declare your BID BOND forfeited. The OWNER will be entitled to such other rights as may be granted by law.

\*

You are required to return and acknowledged copy of this NOTICE OF AWARD to the OWNER (CITY).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City of University City  
OWNER

\_\_\_\_\_  
BY

\_\_\_\_\_  
Director of Public Works and Parks  
TITLE

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by : \_\_\_\_\_

\_\_\_\_\_  
Dated this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE



**FORM OF CONTRACT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, of State of \_\_\_\_\_ and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of University City, Missouri, hereinafter called the "City," in the penal sum of Dollars (\$\_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with the City for the construction of the work designated as located at \_\_\_\_\_ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.30, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive

**CITY OF UNIVERSITY CITY, MISSOURI**

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notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

ATTEST: (SEAL)

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY

ATTEST: (SEAL)

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS-AGENT

\_\_\_\_\_  
CITY, STATE, ZIP CODE

Name and Address of the Agent to Whom all Correspondence Should be directed Relating to the Contract and Bond:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

**FORM OF CONTRACT PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, of State of \_\_\_\_\_ and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of University City, Missouri, hereinafter called the "City," in the penal sum of Dollars (\$\_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with the City for the construction of the work designated as located at \_\_\_\_\_ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.30, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive

**CITY OF UNIVERSITY CITY, MISSOURI**

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notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

ATTEST: (SEAL)

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY

ATTEST: (SEAL)

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ADDRESS-AGENT

\_\_\_\_\_  
CITY, STATE, ZIP CODE

Name and Address of the Agent to Whom all Correspondence Should be directed Relating to the Contract and Bond:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

**CONTRACT**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between City of University City, MISSOURI (hereinafter called the CITY) and \_\_\_\_\_, with offices at \_\_\_\_\_ (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for Project No. 1220a – Pool Pump Replacements, hereinafter called the PROJECT, in accordance with the Drawings, Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed, and shall be completed within **ninety (90) calendar days** or **before April 8, 2016** of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of Two Hundred Dollars (\$100.00) per day for each and every day, after calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No sub-contractor shall further subcontract any of his work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

\_\_\_\_\_ Dollars  
WORDS

(\$ \_\_\_\_\_)

NUMBERS

Final dollar amount will be computed from actual quantities constructed as verified by the Engineer and in accordance with the unit prices set out in the Proposal.

(See following pages)

**CONTRACT DOCUMENTS:**

The Contract comprises the Contract Documents as bound herein and the Drawings. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
  - 1. Proposal
  - 2. Instruction to Bidders
  - 3. Invitation for Bids
- E. Special Provisions
- F. Annual Wage Order
- G. Standard Specifications
- H. Drawings/Location Maps
- I. General Provisions
- J. Bonds/Attachments
  - 1. Performance/Payment Bond
  - 2. Bid Bond

**AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:**

All work shall be done under the general inspection of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretations of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

**SUCCESSORS AND ASSIGNS:**

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligation hereunder without consent of the other party.

**CITY OF UNIVERSITY CITY, MISSOURI**

\* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Title

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

By: \_\_\_\_\_  
"Contractor"

(SEAL)

Attest:

\_\_\_\_\_

City Clerk

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

CITY OF UNIVERSITY CITY

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Manager

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

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

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
PROJECT: 1120a – Pool Pump Replacements  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_,  
on or before \_\_\_\_\_, \_\_\_\_\_, and you are to complete the WORK within  
**Ninety (90) calendar days** thereafter (**Or before April 8, 2016**).

City of University City  
OWNER

BY \_\_\_\_\_

Director of Public Works and Parks  
TITLE

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_

\_\_\_\_\_  
TITLE



**CONDITIONS OF THE CONTRACT**

**ARTICLE 1**  
**CONTRACT DOCUMENTS**

**1.1 DEFINITIONS**

1.1.1 The Contract Documents. The Contract documents consists of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice form the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

**1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor within ten (10) working days after the awarding of the contract.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words, which have well-known technical or trade meanings are used herein in accordance with such, recognized meanings.

**1.3 COPIES FURNISHED AND OWNERSHIP**

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of three (3) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project. At the conclusion of the job, the Contractor shall **submit 1 set of mark ups for as-builts.**

**ARTICLE 2**  
**CITY**

**2.1 DEFINITION**

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

**2.2 CITY'S RIGHT TO STOP THE WORK**

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**2.3 CITY'S RIGHT TO CARRY OUT THE WORK**

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

**ARTICLE 3**  
**CONTRACTOR**

**3.1 DEFINITION**

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative. **The Contractor shall not subcontract except as defined by Sec. 108.1 of the St. Louis County Standard Specifications.**

**3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

**3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 through 290.340 (1994), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. S290.250 (1994), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing Work under the Contract.
2. In accordance with MO.Rev.Stat. S290.250 (1994), the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each workman employed for each calendar day, or portion thereof,

such workman is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. S290.265 (1974), the Contractor and each subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work.
  - a. Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.
4. In accordance with MO.Rev.Stat. SS290.290 (1994), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filed in proper form and order.

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

### 3.4 WARRANTY

3.4.1 The contractor warrants to the City that all materials and equipment furnished under the contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment. Aforementioned shall constitute by the contractor a guarantee of one year from the date of final acceptance.

### 3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

### 3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who "shall be in attendance" on the project site at all times during the progress of all work for the duration of the total project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. **The name of the person selected as superintendent and his qualifications shall be submitted at the time of bids and shall be approved in writing by the City. The superintendent shall not be changed except with the written consent or at the request of the City.** The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

### 3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

### 3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work.

### 3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. **The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.**

3.9.2 **In conjunction with Sec. 106.5, of the St. Louis County Standard Specifications, the Contractor is responsible for securing his own project storage site that shall not be located on City Right-of-Way without prior written consent of the Director of Public Works.** After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

### 3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from unless such claims, damages or losses are caused solely by the negligent act of the City.

3.10.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

### 3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

## **ARTICLE 4** **SUBCONTRACTORS**

### 4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Subcontractor is a person or organization that has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

#### **4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. A Subcontractor shall perform no work until the City has approved such Subcontractor.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph above.

4.3.1 If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the St. Louis County Standard Specifications and shall not subcontract more than fifty percent (50%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to appraise the City of any additional work that a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

#### **4.3 SUBCONTRACTUAL RELATIONS**

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;
2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;
3. require all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Paragraph 10.2;
5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3 and require the Subcontractor (and the Sub-subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

#### 4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause that is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

### **ARTICLE 5** **SEPARATE CONTRACTS**

#### 5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the project engineer if this condition occurs. The project engineer and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area that undergoes additional excavation that is not indicated in the above scope of work and has not been

approved by the project engineer prior to the excavation. All additional excavation that becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

## **5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS**

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises there from the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

## **5.3 CITY'S RIGHT TO CLEAN UP**

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.10, the City may clean up and charge the cost thereof to the several contractors.

# **ARTICLE 6** **MISCELLANEOUS PROVISIONS**

## **6.1 GOVERNING LAW**

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

## **6.2 SUCCESSORS AND ASSIGNS**

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

## **6.3 NOTICES**

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

**6.4 RIGHTS AND REMEDIES**

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**6.5 ROYALTIES AND PATENTS**

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

**6.6 TESTS**

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The City will provide special inspection and testing services to verify the work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the City forty-eight hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

**6.7 ARBITRATION**

6.7.1 All claims, disputes and other matters in question arising out of, or relating to, the Contract or the breach thereof, except for claims which have been waived by the acceptance of final payment as provided by Subparagraph 8.4.4, shall be decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association than pertaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.7.2 Notice of the demand for arbitration shall be given in writing to the other party to the Contract and filed with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

6.7.3 The Contractor shall carry on the Work and comply with the Construction Schedule during any arbitration proceedings, unless otherwise agreed by the City in writing.

**6.8 PERFORMANCE BOND**

6.8.1 The Contractor shall furnish the performance bond required in the Instructions to Bidders.

**ARTICLE 7**  
**TIME**

**7.1 DEFINITIONS**



7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said work shall include all punch list items deemed necessary by the City, exclusive of MSD-generated punch list items. The date of completion of the Contract shall be the date when all work including City punch list items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day. Calendar days shall be defined in the following manner: Any day of the week, including Saturday, Sunday and Holidays will be considered calendar days. Work is permitted Monday thru Friday from seven a.m. until eight p.m., unless permission is granted by the director of Public Works and Parks for other work hours. The City of University City shall not be held responsible or liable for any delays or acts beyond its control.

## **7.2 PROGRESS AND COMPLETION**

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

## **ARTICLE 8**

### **PAYMENTS AND COMPLETION**

#### **8.1 CONTRACT SUM**

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

#### **8.2 APPLICATION FOR PAYMENT**

8.2.1 By the first Tuesday of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

#### **8.3. PAYMENT**

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 In event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 9.3 shall be

assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Contract.

8.3.3 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

#### **8.4 COMPLETION AND FINAL PAYMENT**

8.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.3 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if any, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev. Stat. 1969, and (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

### **ARTICLE 9**

#### **PROTECTION OF PERSONS AND PROPERTY**

##### **9.1 SAFETY PRECAUTIONS AND PROGRAMS**

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

##### **9.2 AUTHORIZED EMPLOYEES**

9.2.1 Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

##### **9.3 SAFETY TRAINING**

9.3.1 Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

9.3.2 Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

9.3.3 Contractor acknowledges and agrees that any of the Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

9.3.4 Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

#### **9.4 NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

9.4.1 Pursuant to Section 292.675, RSMo, the Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by the Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 9.3 above.

9.4.2 The penalty described in Subsection 9.4.1 of this Section shall not begin to accrue until the time periods described in Subsection 9.3.2 and 9.3.3 above have elapsed.

9.4.3 Violations of Section 9.3 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

#### **9.5 SAFETY OF PERSONS AND PROPERTY**

9.5.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.5.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices that the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.5.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.5.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by

any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.5.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

## **ARTICLE 10** **INSURANCE**

### **10.1 CONTRACTOR'S LIABILITY INSURANCE**

10.1.1 The Contractor shall purchase and maintain such insurance required in section 10.1.3 to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability in section 10.1.3, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11.

10.1.3 The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

1. Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
2. Comprehensive General Liability and Bodily Injury  
Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate
3. Comprehensive Automobile Liability, Bodily Injury  
Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence  
Property Damage: \$1,000,000 each accident
4. Owner's Protective Bodily Injury  
Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence  
Property Damage: \$1,000,000 each occurrence  
\$1,000,000 aggregate

10.1.4 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of University City is an additional insured."

These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days prior written notice has been given to the City.

**10.2 PROPERTY INSURANCE**

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of University City is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen days' prior written notice has been given to the City.

10.2.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause.

10.2.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

**ARTICLE 11**  
**CHANGES IN THE WORK**

**11.1 CHANGE ORDERS**

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

**11.2 CLAIMS FOR ADDITIONAL COST**

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

**11.3 MINOR CHANGES IN THE WORK**

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

**ARTICLE 12**

**UNCOVERING AND CORRECTION OF WORK**

**12.1 UNCOVERING OF WORK**

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work were found not in accordance with the Contract Documents, the Contractor shall pay such costs.

**12.2 CORRECTION OF WORK**

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

**12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

12.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, the Contractor shall pay it.

**ARTICLE 13**

**SPECIAL PROVISIONS**

In the event any part of the work to be performed hereunder shall require the Contractor of his Subcontractors to enter, cross, or work upon or beneath the right-of-way or other property of a railroad, the Contractor in addition to the indemnification and insurance requirements of this article, shall comply with the related requirements for such work as are set out in the Contract Documents.

**13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC**

13.1.1 The Contractor's work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain in a safe condition temporary pavements and connections for local traffic.

13.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work. At all times until final acceptance of the Work, the Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the work and provide for safe and convenient public travel.

13.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the work and the public and all labor, equipment and material necessary to accomplish this task shall be considered incidental

**13.2 ACCESS**

13.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

13.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of concrete. All concrete, including curbs, sidewalks and driveway pavements, shall be formed and poured within a two calendar day period for each and every driveway. Excavation for this work shall be accomplished a maximum of one calendar day prior to forming, however, access shall be provided immediately after excavation. At the end of the curing period, access shall be immediately supplied using asphalt or compacted aggregate. The first lift of all asphalt drives shall be completed and paved within fourteen (14) calendar days of their excavation.

All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

If said access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

**13.3 CONSTRUCTION STAKING AND LAYOUT**

13.3.1 The Engineer shall be responsible for providing labor, equipment and materials necessary for construction staking and layout as required, to the grades, elevations and alignment as per the plans and drawings issued by the City. The contractor shall make all reasonable efforts to protect staking and layout. In the event of contractor's negligence control points are destroyed, the Engineer shall replace staking and layout as required on a time and material cost, such cost will be deducted from the contractor's final payment.

**13.4 OVERTIME AND WORKING DAYS**

13.4.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of University City of scheduled overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

**CITY HOLIDAYS**

There are nine (9) holidays. They are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

13.4.2 No day will be considered a working day on which there is precipitation or temperature in a amount to prevent the beginning of operations, except if operations are begun later in that day only that time worked will be charged against the time allotted to the project for time worked, or if precipitation starts after the beginning of operations, necessitating the discontinuance thereof, only that part of the time worked will be charged against the allotted time.

**13.5 COMPENSATION FOR THICKNESS DEFICIENCIES**

13.5.1 Cores shall be made to determine pavement thickness. If any core measurement is less than the thickness indicated on the construction plans, the Contractor will have the option of removing and replacing the pavement at the Contractor's expense, or will be required to reimburse the City of University City for the deficiencies in thickness noted on the following schedule. The choice of the alternative penalty under category 4 below will be at the sole discretion of the City of University City. The reimbursement shall be deposited with the Director of Finance of the City of University City.

0.00 inch to 0.30 inch	No adjustment
0.30 inch to 0.50 inch	20% of Actual Bid Cost.
0.50 inch to 1.00 inch	40% of Actual Bid Cost.
1.00 inch or more	Remove and replace, or 100% of Actual Bid Cost.

**13.6 INTERFERENCE WITH EXISTING WATER SERVICES AND MAINS**

13.6.1 The Contractor shall minimize the outage of water service to residents. The cutting off of water service shall be only with the consent of the City. The Contractor shall notify the City and have their approval prior to commencing work on each water main or connection item.

13.6.2 The Contractor shall conduct his work in such a manner as not to endanger existing water mains, services or appurtenances. Mains and services shall be adequately supported where they cross or are adjacent to the excavation. The Contractor shall bear the cost of all repairs to water mains or appurtenances damaged because of his own carelessness or neglect.

**13.7 INTERRUPTION OF WATER SERVICE**

13.7.1 When it becomes necessary to shut down any existing water main, a representative of the City shall be present during this operation. The total time for the main to be shut down should be held to a minimum and in no case shall any customer be without water service for more than eight (8) hours. The Contractor shall notify each water customer whose water service will be interrupted at least one hour prior to shutdown. The Contractor shall assume full responsibility for shutting down the main and notifying the customers.

**13.8 PRECONSTRUCTION CONFERENCE**

13.8.1 A pre-construction conference may be held prior to the issuance of a notice to proceed with the Work. The Contractor, the City of University City, and representatives of the various utility companies that have facilities in the project area will attend this meeting. The meeting date will be established after the taking of bids and at a time convenient to all parties.



**13.9 SEQUENCE OF WORK**

13.9.1 A schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.9.2 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all work for their review and approval prior to the time of the pre-construction conference. The City shall have the right to specify the order of construction as deemed necessary.

**13.10 CONSTRUCTION LIMITS**

13.10.1 The construction limits consist of the public streets rights-of-way and acquired easement areas. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

**13.11 ALTERED QUANTITIES**

13.11.1 In accordance with Section 109.3 of the St. Louis County Standard Specifications, the City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the itemized Bid.

13.11.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment that was not used.

**13.12 MEASUREMENT OF QUANTITIES**

13.12.1 The Contractor's attention is directed to the fact that the City requires that a bonded Weighmaster sign all weight certificates. The Contractor must furnish the City's inspector on the job site with original weight certificates signed by a bonded Weighmaster for all materials supplied by the Contractor that are incorporated into his improvement, which payment therefore is based on weight.

13.12.2 The contractor and the project manager (representative of The City of University City) will jointly mark all streets where work is to be done. Documents detailing these quantities will be made available to both the contractor and the project manager. Unless otherwise directed, the quantities for which payment will be made will be those agreed upon between the contractor and project manager in the field at the time of marking. If the contractor damages any area outside of the marked areas, he shall replace these areas at his expense.

**13.13 ADDITIONS TO CONTRACT**

13.13.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

**13.14 TAXES**

13.14.1 As set forth in 144.062 RSMo Sup. 1988 and 144.039 RSMo Sup. 1988, Contractors and any subcontractors who purchase materials and/or supplies "for the purpose of constructing, repairing, or remodeling facilities for the City are exempt from paying sales tax if the purchases are for the City". The official State Tax exemption letter will be furnished on request. The quoted phrases were taken directly from the statute.

REQUIREMENTS INCLUDE:

1. Contractor:
  - a. Order all necessary materials to complete the Work in accordance with the Contract Documents.
  - b. Inspect all delivered materials for conformance to Contract Documents, damage, breakage and subsequently accept materials if found to be satisfactory.
2. Owner:
  - a. Provide tax-exempt status letter to Contractor.
3. Direct purchase of materials by City does not relieve Contractor of obligations to order, schedule deliveries, inspect, accept or reject, store, handle, or install materials or perform any other duties required by the Contract Documents or customarily performed in conjunction with providing materials to complete the Work.

13.15 TESTING

13.15.1 Materials Testing and Inspection Service: Owner may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. This shall include asphaltic concrete paving. The contractor is to coordinate all work.

13.15.2 Testing Laboratory Qualifications: To qualify for acceptance, the testing laboratory must demonstrate to the City's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory testing without delaying the progress of the Work.

13.16 TECHNICAL SPECIFICATIONS

13.16.1 The following technical specifications supplement the St. Louis County Standard Specifications for Highway Construction (Standard Specifications), January 31, 2007 edition the Metropolitan St. Louis Sewer District Specifications (MSD Specifications), and the Manual on Uniform Traffic Control Devices (MUTCD) and all revisions thereof, noted herein which govern the subject project.

Provisions for Method of Measurement and Basis of Payment in the Standard Specifications shall apply to this Contract, unless stated otherwise herein. In case of any conflict between any part or parts of the Standard Specifications and these Technical Specifications shall take precedence and shall govern.

CONTROL OF MATERIAL

All tickets will be collected to verify the quantity of each item in their original form only. Xerox or fax copies will not be accepted. All tickets shall be submitted on the day of delivery, either to the City personnel or the Public Works office at City Hall, or they will not be accepted for payment.

Contractors and subcontractors will be required to produce letters of certification or certified test reports from material producers and suppliers in order to determine compliance with specifications for designated materials prior to the incorporation thereof into the work.

The City of University City will determine which materials are to be tested. The form and content of these test reports shall be in accordance with recognized standards and practices for this work or as otherwise determined by the City of University City, No direct payment will be made for this work.

MEASUREMENT OF QUANTITIES

1. GENERAL

Unless otherwise directed within these Technical Specifications, the quantities for which payment will be made will be those shown in the contract for the various items, provided the project is constructed essentially to the lines and grades shown on the plans. Contract quantities will be used for final payment except when:

- a) Errors are formed in the original computations in excess of 15% of the contract quantities.
- b) An original cross section is found to have an average deviation from the true elevation in excess of one foot.
- c) An authorized change in grade, slope or typical section is made.
- d) Unauthorized deviations decrease the quantities on the plans.

When the above conditions are encountered, the correction or revisions will be computed and added to or deducted from the contract quantity.

When the plans have been altered or when disagreement exists between the Contractor and the City as to the accuracy of the plan quantities of any balance, or the entire project, either party shall have the right to request a re-computation of contract quantities within any area, by hand calculation of the average-end-area method for cubic yard quantities, and standard measurement methods for other quantities, by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations that will affect the final payment quantity in excess of 15%. When such final measurement is required, it will be made from the latest available ground surface and the design section.

## **2. BY WEIGHT**

These specifications require that the Contractor must furnish the representative of the City of University City, on the job site, with original weight certificates on a daily basis signed by a bonded weighmaster for all materials supplied by the Contractor that are incorporated into this work, which payment therefore is based on weight.

## **WORKMANSHIP**

The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

The labor provided by the Contractor shall be directed to be of a workman like character with respect to the methods of construction and quality of completed work; and, shall not encumber the premises or adjacent property or streets with materials and/or equipment.

"Removal" shall be defined as removal and disposal off the site unless otherwise specified or directed by the engineer. The Contractor shall make satisfactory arrangements to store material and equipment after delivery and during construction off of the City right-of-way. The City will assume no responsibility for these arrangements.

## **ARTICLE 14 EQUAL OPPORTUNITY EMPLOYMENT**

14.1 In accordance to University City Municipal Code Section 2-7.2 Personnel requirements for contractors of service contracts with University City wherein payment by the city is fifty thousand dollars (\$50,000) or more and contractor's employees on project exceed ten in number.

14.1.1 Any person, firm or corporations contracting with the city to provide services such as, but not limited to, technical/professional services, street repairs, supplies, building maintenance, at a cost to the city of fifty thousand dollars (\$50,000) or more and involving ten (10) or more employees in the work force providing the contracted service, shall, as a condition precedent to the rendition of such services, certify by affidavit filed with the said city that at least twenty (20) percent of the work force providing the contracted services shall consist of workers generally classified as members of minorities and/or females workers. The city council may, under special circumstances such as, for example, situations requiring technical expertise and/or specialization, waive the conditions set forth herein provided, however, that such waiver is justified by two-thirds vote of the city council.

Ref: Ord. No. 5604

14.2 In accordance to University City Municipal Code Section 2-7.3 Personnel requirements with respect to employees of subcontractors when the prime service contract with the city is one hundred thousand (\$100,000) or more and there are two or more subcontractors.

14.2.1 Any person, firm or corporation contracting with the city to provide services involving payment of one hundred thousand dollars (\$100,000) or more in which there are two (2) or more subcontractors shall agree with the city that at least fifteen (15) percent of the total amount of the city's contract shall be allocated to subcontractors who employ workers generally classified as members of minorities and/or females workers.

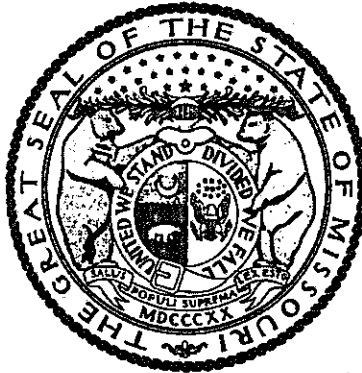
Ref: Ord. No. 5606

## ST. LOUIS COUNTY ANNUAL WAGE RATES

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 20

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

Robert A. Bedell, Acting Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 8, 2013

Last Date Objections May Be Filed: April 8, 2013

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$37.26	55	60	\$19.51
Boilermaker			\$31.20	126	7	\$27.01
Bricklayer and Stone Mason	6/13		\$31.24	72	5	\$19.93
Carpenter			\$34.63	77	41	\$14.00
Cement Mason	6/13		\$30.20	80	6	\$15.36
Electrician (Inside Wireman)	7/13		\$32.25	82	71	\$10.28 + 39.5%
Electrician (Outside-Line Construction\Lineman)			\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator			\$33.59	43	45	\$5.00 + 37.5%
Groundman			\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$28.05	44	47	\$8.93 + 29.75%
Elevator Constructor	6/13	a	\$43.715	26	54	\$26.755
Operating Engineer						
Group I	6/13		\$30.51	3	66	\$23.35
Group II	6/13		\$30.51	3	66	\$23.35
Group III	6/13		\$28.61	3	66	\$23.35
Group III-A	6/13		\$30.51	3	66	\$23.35
Group IV	6/13		\$25.15	3	66	\$23.35
Group V	6/13		\$25.15	3	66	\$23.35
Pipe Fitter	7/13		\$34.75	91	69	\$26.28
Glazier			\$32.78	87	31	\$21.13 + 13.2%
Laborer (Building):						
General			\$29.52	97	26	\$13.22
First Semi-Skilled			\$30.11	114	27	\$13.22
Second Semi-Skilled			\$29.52	109	3	\$13.22
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$29.33	92	26	\$13.70
Marble Mason			\$30.62	76	51	\$12.73
Millwright			USE CARPENTER RATE			
Ironworker			\$32.28	11	8	\$20.975
Painter			\$28.75	104	12	\$13.41
Plasterer	7/13		\$30.21	67	3	\$16.38
Plumber	7/13		\$34.75	91	69	\$26.28
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer			\$29.50	15	73	\$15.67
Sheet Metal Worker			\$36.10	32	25	\$21.00
Sprinkler Fitter - Fire Protection			\$38.78	66	18	\$20.55
Terrazzo Worker			\$30.79	116	5	\$11.09
Tile Setter			\$30.62	76	51	\$12.73
Truck Driver-Teamster						
Group I			\$27.05	35	36	\$9.045
Group II			\$27.25	35	36	\$9.045
Group III			\$27.35	35	36	\$9.045
Group IV			\$27.35	35	36	\$9.045
Traffic Control Service Driver			\$27.35	83	17	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase

Building Construction Rates for  
ST. LOUIS COUNTY Footnotes

Section 100

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%



**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 3:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 15:** Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 32:** The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. **All work performed during regular work hours on Saturdays shall be paid at time and one-half (1-1/2).** All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 35:** Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 44:** Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 66:** Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. and ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

**NO. 72:** Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

**NO. 76:** Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 77:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

**NO. 80:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 82:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

**NO. 83:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 92:** Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

**NO. 97:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. **Shift Work:** Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 109:** Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

**NO. 114:** Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

**NO. 116:** Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**NO. 17:** All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**NO. 18:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.



**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 27:** All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**NO. 36:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 41:** The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 47:** The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

**NO. 51:** All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

**NO. 73:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$34.63	11	7	\$14.00
Millwright		\$34.63	11	7	\$14.00
Pile Driver		\$34.63	11	7	\$14.00
Electrician (Outside-Line Construction\Lineman)		\$38.91	9	12	\$5.00 + 37.5%
Lineman Operator		\$33.59	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$24.25	32	31	\$5.00 + 23%
Groundman		\$25.97	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$19.22	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$30.51	10	9	\$23.35
Group II	6/13	\$30.51	10	9	\$23.35
Group III	6/13	\$29.21	10	9	\$23.35
Group IV	6/13	\$25.75	10	9	\$23.35
Oiler-Driver	6/13	\$26.21	10	9	\$23.35
Cement Mason	6/13	\$30.20	17	11	\$15.36
Laborer					
General Laborer		\$29.52	16	10	\$13.22
Truck Driver-Teamster					
Group I	6/13	\$28.44	14	8	\$10.31
Group II	6/13	\$28.64	14	8	\$10.31
Group III	6/13	\$28.74	14	8	\$10.31
Group IV	6/13	\$28.74	14	8	\$10.31
Traffic Control Service Driver		\$27.35	26	25	\$9.045

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

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

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

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 10:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 14:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays.

**NO. 16:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

**NO. 17:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**ST. LOUIS COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 26:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**No. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**ST. LOUIS COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 7:** The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 8:** All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**NO. 9:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 10:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

**NO. 11:** Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 25:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

# EXAMPLE PUMP CALCULATIONS AND CURVES

4/3/2015

**IPumpSave 4.4**
**Energy saving calculator for pumps**
Language English

**System Data**

Liquid density 62 lb/ft<sup>3</sup>

Static head 1 ft

**Pump Data**

Nominal volume flow 1500 gpm

Efficiency 88%

Nominal head 72 ft

Max head 44 ft

**Measurement Units**

Calculated by: Al Williams

Calculated for: U City

Pump ID: Hemann Park

**Existing Flow Control**

Throttling control

**Motor and Supply Data**

Supply voltage 230 V (3-ph)

200/208/230/240 V 3-ph

Motor power 40 Hp

Required motor power: 34.2 Hp

Motor efficiency 95.0 %

Including 10% safety margin

**Improved Flow Control by ABB Drive series:**

ACS550

ACS550-U1-114A-2

**Operating Profile**

Annual running time 2,400 h

5%	120 h	at nom. flow
10%	240 h	at 90% flow
15%	360 h	at 80% flow
20%	480 h	at 70% flow
20%	480 h	at 60% flow
15%	360 h	at half flow
10%	240 h	at 40% flow
5%	120 h	at 30% flow
0%	0 h	at 20% flow

**Results**

Saving percentage 34.3 %

Annual energy consumption:

with existing control method	33 MWh
with improved control method	22 MWh

Annual energy saving 11 MWh

Annual CO2 reduction 6 t

CO2 emission/unit 0.5 lb/kWh

**Economic Data**

Currency unit	\$
Energy price	0.0716 \$/kWh
Investment cost	3,385 \$
Interest rate	4%
Service life	10 years

**Energy Consumption**

Energy consumption (kWh)

**Power (kW)**

Power (kW)

Flow rate

Throttling control AC Drive

**Economic Results**

Annual saving	813 \$
Payback period	4.2 years
Net present value	3,211 \$

ABB DRIVES



# EXAMPLE PUMP CALCULATIONS AND CURVES

Pump Data Sheet - Crane/Barnes

Company: University City  
Name: Ewald Winkler  
Date: 3/26/2015

# BARNES™

## Pump:

Size: PO8LA-14X  
Type: SelfPrime MolrMnt-4A  
Synch speed: Adjustable  
Curve:  
Specific Speeds:  
Dimensions:  
Speed: 1240 rpm  
Dia: 14 in  
Impeller:  
Ns: ---  
Nss: ---  
Suction: 8 in  
Discharge: 8 in

## Search Criteria:

Flow: 1400 US gpm  
Head: 70 ft  
Fluid:  
Water  
SG: 1  
Viscosity: 1.105 cP  
NPSHa: ---  
Temperature: 60 °F  
Vapor pressure: 0.2563 psi a  
Atm pressure: 14.7 psi a

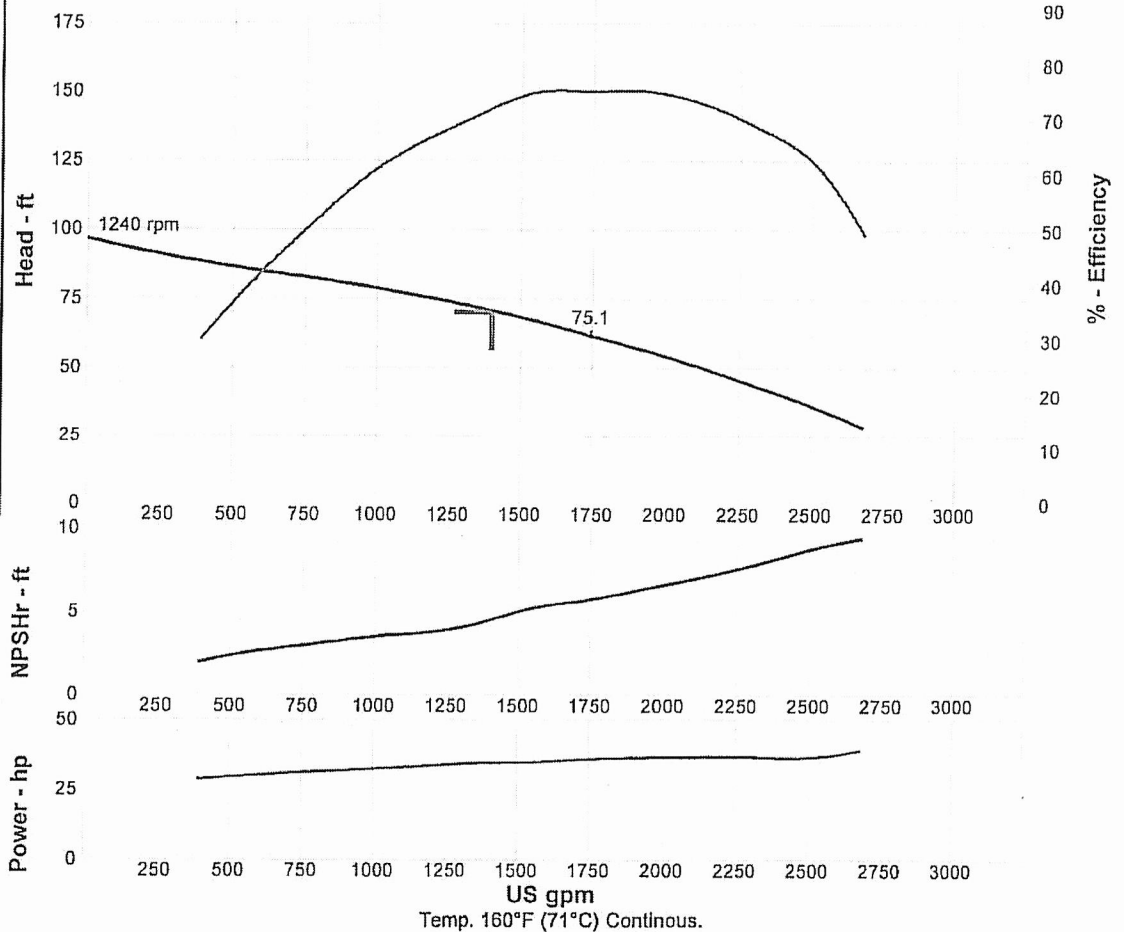
## Pump Limits:

Temperature: ---  
Pressure: 100 psi g  
Sphere size: 3 in  
Power: ---  
Eye area: ---

## Motor:

Motor is integral to the pump except in 4A, 4B, and 5B catalog sections.

--- Data Point ---	
Flow:	1400 US gpm
Head:	70.7 ft
Eff:	72%
Power:	34.7 hp
NPSHr:	4.55 ft
--- Design Curve ---	
Shutoff head:	96.7 ft
Shutoff dP:	41.9 psi
Min flow:	---
BEP:	75% @ 1744 US gpm
NOL power:	39.4 hp @ 2680 US gpm
--- Max Curve ---	
Max power:	88.3 hp @ 2591 US gpm



## Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1680	1240	63.5	75	35.8	5.6
1400	1240	70.7	72	34.7	4.55
1120	1240	76.5	64	33.3	3.76
840	1240	81.4	54	31.7	3.2
560	1240	85.5	40	30.1	2.57

Selected from catalog: Crane Barnes.60 Vers: 4-14

EXAMPLE PUMP DRAWINGS

