

CONTRACT DOCUMENTS AND SPECIFICATIONS

Bid # 11-164

SAN (Storage Area Network) & Server Virtualization Project

CITY OF ST. PETERS, MISSOURI

City Hall

One St. Peters Centre Boulevard

P.O. Box 9

St. Peters, Missouri 63376

Bids@stpetersmo.net

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SECTION A

ADVERTISEMENT FOR BIDS

Sealed BIDS for “#11-164 SAN (Storage Area Network) and Server Virtualization Project” will be received by the City of St. Peters, Purchasing Department, City Hall, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri 63376 until 1pm local time, June 6, 2011 and then opened and read aloud.

Contract Documents will be available on May 25, 2011 and may be obtained from the City of St. Peters, One St. Peters Centre Boulevard, St. Peters, MO 63376 or requested in writing to Bids@stpetersmo.net under the subject line “#11-164 SAN (Storage Area Network) and Server Virtualization Project”.

All questions regarding this project shall be submitted to the City of St. Peters Purchasing Department in writing to Bids@stpetersmo.net under the subject line “#11-164 SAN (Storage Area Network) and Server Virtualization Project” or by mail to City of St. Peters Purchasing Department, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, MO 63376 before 12 noon on June 2, 2011.

The City reserves the right to waive any informality in bidding, and to accept in part or in total, the bid most advantageous to the City.

SECTION B

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed bids will be received at the time set forth in the formal advertisement for bids. Bids shall be prepared in duplicate and enclosed in a sealed envelope, addressed to the City of St. Peters, bearing on the outside the name of the bidder and his address, the title of the project.

All bid will be publicly opened and read aloud. If forwarded by mail the sealed envelope must be enclosed in another envelope addressed as specified on the proposal form.

NOTE: Completed Entire Section C. Bid Proposal, must be returned as part of bid submission. Complete and return Section O – Addenda (if applicable) with this proposal.

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two calendar days from the closing time, no consideration will be given to the telegraphic modification.

2. ACCEPTANCE OF BIDS

The OWNER reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The OWNER reserves the right to reject any and all bids, offers or proposals submitted, or to advertise for new bids. The OWNER reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding sixty (60) calendar days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract documents within ten (10) calendar days after the OWNER issues the Notice of Award.

3. BONDS AND INSURANCE

The successful bidder shall file certificates with the OWNER that he has obtained and will continue to carry Workmen's Compensation Insurance, public and private liability and property damage insurance in the amounts specified herein for the duration of the contract.

4. OUT-OF-STATE CONTRACTORS

Contractors who are domiciled outside the State of Missouri and temporarily transact business in the State of Missouri are considered "Transient Employers" and must provide: (a) A copy of the Transient Employer Certificate of Registration, or (b) A copy of a letter from the Department of Revenue stating that said Contractor is not classified as a transient employer. Information and forms can be obtained from State of Missouri Department of Revenue (573) 751-8612, Taxpayer Service Bureau, P.O. Box 3300, Jefferson City, MO 65105-3300.

5. START OF WORK

The contractor shall commence work within seven (7) calendar days after the date of written notice from the Engineer to begin work and shall complete all work within the time specified in his proposal.

6. BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder's responsibility to examine carefully the plans and specifications, the contract documents, and the site upon which the work is to be performed. The Bidder shall not rely on any geotechnical reports performed for the Owner unless the contract documents specifically state that the Bidder may so rely. If the Bidder is uncertain as to the site conditions it must perform its own tests and analysis. A proposal submitted shall be prima facie evidence that the bidder has made such examination and that he is familiar with all the conditions and requirements. All questions regarding this project shall be submitted to the City of St. Peters Purchasing Department in writing to Bids@stpetersmo.net under the subject line "#11-164 SAN (Storage Area Network) and Server Virtualization Project" or by mail to City of St. Peters Purchasing Department, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, MO 63376 before 12 noon on June 2, 2011.

7. PROPOSAL QUANTITIES

As noted on the proposal form the quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. Final payment will be made on the measured quantities.

8. PREPARATION OF PROPOSAL

All proposals shall be made on the form provided in the copy of the specifications and related documents.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, or by one or more of the officers of the corporation submitting it. If an individual makes the proposal, his name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles and business addresses of the President, Vice President, Secretary and Treasurer.

In case of a "unit price" proposal and in the event of a discrepancy between the unit price and the extension thereof, the unit price shall govern.

9. INTERDEPENDENT PROPOSALS (TIED BIDS)

A bidder may submit interdependent proposals for two or more contracts let at the same time, provided the following conditions are met:

That each proposal submitted by the bidder shall plainly stipulate "The bidder will not accept an award on this project unless also awarded...", indicating that the grand total of the projects so combined shall be considered in comparison with others bids; OR

That each proposal submitted by the bidder shall plainly stipulate, "If awarded this project along with an award for, the bidder agrees to reduce the unit price of each item in this proposal... percent", indicating that the reduction is to be considered when the designated proposal is considered along with the other proposal or proposals submitted by the bidder; OR

That one or more of the proposals submitted by the bidder shall plainly stipulate "The bidder will accept an award of this project only if he is also awarded...", indicating that the indicated combination must be considered.

10. WITHDRAWAL OR MODIFICATION OF BIDS

Any bidder may withdraw, modify, or correct his proposal at any time prior to the scheduled closing time for the receiving of bids. However, no bid shall be withdrawn from the scheduled closing time until sixty (60) calendar days after the scheduled closing time.

11. COMPETENCY OF BIDDER

No contract will be awarded except to a reasonable bidder who is capable of performing the work. Each bidder may submit with his bid, and in any event, the OWNER may require any bidder to submit the following data:

A statement that the bidder maintains a permanent place of business and address.

A statement of the equipment which the bidder proposes to use on the work, together with a statement of equipment previously listed which the bidder owns and that which he does not own, but which he is certain he will be able to rent or otherwise procure for use on the project.

A financial statement, duly sworn, listing assets and liabilities.

A statement listing projects of similar nature, which the bidder has constructed, or in the construction of which the bidder has actively engaged in a responsible capacity.

12. COMPLETION TIME

The number of days the Work is to be substantially completed and ready for final payment shall be **20** calendar days as indicated in the proposal. The contractor is required and expected to contact and coordinate with all utilities located within the project limits, so as to ensure any utility relocation/reconstruction is completed in a manner which allows completion of this contract within the time proposed by the contractor. Progress and completion of work and damage, if required for failure to complete the work within the time required, shall be further set out in detail in the general conditions and the special provisions.

13. SURVEYS, PERMITS AND REGULATIONS

The Contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him or his employees or his work hereunder in his relations to the OWNER or any person, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, or local state or federal authorities without such notice to the Engineer, he shall bear all costs arising therefrom.

14. CONTRACTOR'S REPRESENTATIONS AND UNDERSTANDINGS

It is understood and agree that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, and conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer or agent of the OWNER is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered and the Contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the OWNER either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

Neither Owner nor the Architect shall be required to furnish Contractor with any information concerning subsurface characteristics or conditions of the areas where the Work is to be performed. When the Owner or Architect has made investigations of subsurface characteristics or conditions of the areas where the Work is to be performed, such investigations, if any, were made solely for the purposes of Owner's study and Architect's design. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or information are made available to Contractor by the Owner or Architect, such information is furnished solely for the convenience of Contractor and the Contractor agrees it shall not rely upon them. Neither Owner nor Architect assumes any responsibility whatsoever in respect of the sufficiency or accuracy of these investigations or data, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or information are representative of those existing where the Work is to be performed, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. The Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines,

telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines, underground storage tanks, and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, tanks, and pipelines.

Execution of the Bid Proposal or Contract by the CONTRACTOR is a representation that the Contract Documents are full and complete, are sufficient to enable the CONTRACTOR to: (a) determine the cost of the Work; (b) to construct the Work as outlined in the Contract Documents, and; (c) to fulfill all of the CONTRACTOR'S obligations hereunder, including, but not limited to, CONTRACTOR's obligation to complete the Work for an amount not in excess of the Contract Sum on or before the date(s) for completion established in the Contract Documents. The CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions affecting the Work. Contractor specifically represents and warrants to the Owner that the CONTRACTOR has, by careful examination, satisfied itself to: (1) the nature, location, and character of the Project and the site, including, without limitation the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

Based on the above, the Contractor acknowledges that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents other than these it has submitted to the Owner in writing before signing this Agreement, and that if the Contractor becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.

It is understood and agreed that the Contractor agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other Contractor.

15. ACCEPTANCE OF BID AND AWARD OF CONTRACT

The OWNER will make a final decision regarding acceptance of bids within sixty (60) calendar days after the bids are opened. Should the OWNER not make a decision on the award of contract within sixty (60) calendar days after bids are opened, the bidder may, without penalty, withdraw said bid. Formal written notice of acceptance of the bid will be mailed or delivered to the bidder at the address designated in his bid. If within ten (10) calendar days after acceptance of his bid, the successful bidder shall fail to appear at the

office of the OWNER to execute the contract and to furnish the required Contractor's bond, properly signed by the Contractor and the surety or securities satisfactory to the OWNER as hereinafter provided, the bidder shall be deemed in default and shall forfeit his bid security.

16. SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS AND SUPPLIES

Pursuant to Senate Bill 477, as enacted by the 87th General Assembly, the OWNER will issue a Sales Tax Exemption Certificate for the purchase of construction materials and supplies. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling this contract. A copy of this exemption certificate and the Owner's Missouri Tax Exemption Letter must be presented to suppliers in order to purchase construction materials and supplies tax free. Contractors are responsible to ensure that any materials purchased with this certificate are used exclusively on this project. The contractor's accounting records should be sufficient to document the appropriate use of this certificate. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion. If this record keeping is found inadequate by an audit by the Department of Revenue, the contractor shall be responsible for the payment of any taxes and penalties imposed by the Department of Revenue. Any excess materials and supplies on hand after job completion must be either returned to the supplier, or a sales tax return must be filed with the Department of Revenue to pay the sales tax on these excess materials and supplies. The project exemption certificate is not to be used after the expiration date.

If the project is not completed by this date, the contractor shall contact the City and request that a new certificate is issued. The City will then issue an Exemption Certificate with an expiration date that coincides with the revised completion date. An example of the exemption certificate is shown on the following page.

17. SUSPENSION AND DEBARMENT

When using Federal funds, the City of St. Peters shall not award contracts, purchase orders, pass-through grants, or any other means of acquisition to individuals, companies, or delegate agencies that are on the List of Parties Excluded from Federal Procurement & Non-procurement Programs. This rule applies to procurement contracts for goods or services and to all non-procurement transactions, such as sub-awards to sub-recipients. In addition, individuals, companies, or delegate agencies awarded Federally funded contracts by the City of St. Peters may not subcontract with firms on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Bidders and respondents to Federally funded solicitations are required to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by an Federal department or agency. A certification form shall be provided to the successful bidder of all Federally funded projects or purchases as part of the contract document package or purchase order acknowledgement forms. This certification must be signed and returned with all other applicable documents.

The City shall also verify this certification by checking the List of Parties Excluded from Federal Procurement and Non-procurement Programs at <http://epls.arnet.gov/> at the time the bids or proposals are received and again just prior to the award.

18. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

If the Contract Price is greater than \$5,000, then pursuant to *RSMo. § 285.530*, the bidder/contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested in this contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the bidder/contractor's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

19. SAFETY TRAINING

The Contractor, and any subcontractor under such contractor, shall require all on-site employees on the Project to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program that includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program (the "Safety Course"). All on-site employees are required to complete the Safety Course within sixty days of beginning work on the Project. Any employee found on the Project work site without documentation of the successful completion of the Safety Course shall be given twenty days to produce such

documentation before being subject to removal from the Project. In addition, the Contractor shall forfeit to the Owner, two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each calendar day each employee is employed by the Contractor or subcontractor, without the required Safety Course training. When making payments to the Contractor, the Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this requirement. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this requirement.

20. BONDS

All bonds that the Contractor is required to provide under the Contract Documents shall be from a surety and in a form that is acceptable to the Owner and shall at least be treasury rated surety licensed in the State of New York or comparable licensure.

21. MISSOURI PROJECT SALES TAX EXEMPTION CERTIFICATE

Authorization for Purchasing Tax Exempt
Project Construction Materials

EXEMPT ENTITY ISSUING CERTIFICATE:

Name: City of St. Peters, Missouri
Address: One St. Peters Centre Blvd., P.O. Box 9
City/State/Zip: St. Peters, MO 63376
MO Tax Exempt I.D.#: _____ Effective Date: _____
Contract Date: _____
Project #/Name Assigned: _____
Revised Expiration Date: _____
Project Description: _____
Project Location: _____
Estimated Project Completion Date: _____

The Missouri exempt entity named above, hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated into or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

Authorization Signature:

William P. Charnisky
City Administrator

Date

PURCHASING CONTRACTOR/SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

CONTRACTOR/SUBCONTRACTOR: A completed copy of this exemption certificate, along with the City's Missouri Tax Exemption Letter, must be furnished to each material supplier from which construction materials and supplies for this project are purchased. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion.

MATERIAL SUPPLIER: A completed copy of this exemption certificate, along with the Missouri Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor/subcontractor making purchases of construction materials and supplies for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the same of the exempt entity and the project number or name assigned by the exempt entity

SECTION C
BID PROPOSAL

Place: City Hall Bldg, City of St. Peters

Date: _____

Project No.: Bid #11-164

SAN & Server Virtualization

Project

Proposal of _____ (hereinafter called "BIDDER") corporation, organized and existing under the laws of the State of Missouri, to the City of St. Peters, St. Peters, Missouri 63376 (hereinafter called "CITY").

Gentlemen:

The BIDDER, in compliance with your invitation for bids for SAN and Virtual Server Environment having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, tools, equipment, materials, and supplies, and services to perform SAN and Virtual Server Environment in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" of the owner and to fully complete the project within 20 calendar days, as stipulated in the specifications.

CONTRACTOR further agrees to pay as liquidated damages, the sum of \$100.00 for each calendar day thereafter, as hereinafter provided in the General Conditions.

The CONTRACTOR agrees that this Bid Proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

PROPOSAL

- C.1 The City of St. Peters IT Department is seeking bids for the implementation of a Storage Area Network (SAN) and virtual server environment including the purchase of hardware, software, maintenance, support and subscriptions as detailed in attached. Costs for installation and configuration, and training are also being requested.
- C.2 Purchase and installation of this solution must accommodate smooth installation and transition from current physical environment to the virtual environment.
- C.3 Execution of the purchase, delivery and installation will be in coordination with City of St. Peters IT Department.
- C.4 In addition to price, vendors submitting bids will also be evaluated on their ability to provide service after purchase and installation. Vendors submitting bids will also forward contact information for three references (regarding their customer service performance) to the City of St. Peters Purchasing Department along with the submittal of their bid proposal.
- C.5 Bids shall be prepared in **Duplicate** and placed in a sealed envelope that is clearly marked Bid “#11–164 SAN and Server Virtualization Project”. Bids shall be received until “1pm” local time “June 6, 2011” and then opened and read aloud. Bids shall be addressed to:

PurchasingDepartment
City of St. Peters
One St. Peters Centre Blvd.
PO Box 9
St. Peters, MO 63376

If you have any questions regarding this project, please contact the City of St. Peters, Bids@stpetersmo.net and specify in the subject line: Bid “#11–164 SAN and Server Virtualization Project” or by mail to City of St. Peters, One St. Peters Centre Blvd., PO Box 9, St. Peters Centre Blvd., St. Peters, MO 63376 before “12 noon on June 2, 2011”.

- C.6 Descriptive literature and specifications shall be attached to the bid. All applicable warranty information, both dealer and manufacturer's, including any extended or optional, must be included in the WARRANTY section. All applicable warranty terms and conditions will be considered by the City of St. Peters during the bid evaluation process. **Vendor must provide 5-year warranty with advance replacement of parts.**
- C.7 The City of St. Peters may include and/or exclude any and all optional items recommended by bidder.

- C.8 The City reserves the right to waive informalities and to accept the bid in part or in total to single or multiple vendors to achieve the most cost effective equipment (hardware & software) and installation/configuration for the City of St. Peters.
- C.9 The vendor shall comply with the City's standard insurance requirements. A certificate of insurance naming the City as additional insured for General and Auto Liability, along with Worker's Compensation, shall be furnished to the Purchasing Department prior to equipment being placed on City property.

1. EQUIPMENT & SOFTWARE

| Qty/Unit | Description | | Cost |
|----------|------------------------------|---|------|
| 1 EA | PS6000E SAN array | PS6000E dual controller array, 8TB, 7.2X 16 drives, 500 SATA | \$ |
| 1 EA | PS6000E 3 yr support | 3 year Next Business Day Prosupport | \$ |
| 1 EA | PS4000E 8TB SATA Array | PS4000E dual controller, 7.2K x 16 drives 500 SATA | \$ |
| 1 EA | PS6000E 3 yr support | 3 year Next Business Day Prosupport | \$ |
| 1 EA | VS4-STD- AK-C | VMware vSphere Standard Acceleration Kit - 8 Processor License | \$ |
| 1 EA | VS4-STD- AK-3G- SSS-C | 3 YR Subscription support STD acceleration Kit 8 CPU Basic | \$ |
| 3 EA | 643413- S01 | HP ProLiant DL380 G7 Entry-level Server - 2-Way – X5660 | \$ |
| 3 EA | 587491- B21 | HP Xeon DP X5660 2.80 GHz Processor Upgrade - Socket B | \$ |
| 15 EA | 500658- S21 | HP 4GB DDR3 SDRAM Memory Mod - 4GB (1 x 4GB) - 1333MHz /PC3-10600 | \$ |
| 6 EA | 507125- S21 | HP 146GB Hot-Swap Hard Drive - SAS 600 - 10000 rpm - 2.5" | \$ |
| 3 EA | 435508- B21 | HP NC364T Quad Port Gigabit Server Adapter - PCI Express | \$ |
| 6 EA | AF556A | HP Standard Power Cord - 6ft - Black | \$ |
| 1 EA | J9145A | HP ProCurve 2910al-24G Ethernet Switch - 24 Port | \$ |
| | | TOTAL | |

2. INSTALLATION SPECIFICATIONS

City will require installation of equipment and software as follows:

- Physically mount equipment in City provided racks
- Configure new HP host servers with ESXi
- Setup iSCSI infrastructure on the new HP switches
- Configure and connect Equallogic SANs into a single storage group
- Create required volumes per City's configuration requirements
- Install and setup vCenter to connect to the new ESXi Hosts and LUNs

| Qty/Unit | Description | Cost |
|--|--|------|
| 1 EA | Installation & Configuration (as detailed above) | \$ |
| Number of Days to Complete Project After Receipt of Order _____ | | |
| <p style="text-align: right;">GRAND TOTAL</p> (Total of Equipment & Software and Installation & Configuration) | | \$ |

3. Optional

| | |
|--|------------|
| Maximum of Four days of hands-on training with vSphere, vCenter, ESX/ESXi, and Dell EqualLogic SANs. Please include training syllabus. (COST PER HOUR) | \$_____/HR |
|--|------------|

List all specifications in section C, which unit supplied does not comply. If more space is needed, please list on an attached sheet.

List all dealer and manufacturer standard and optional warranties, term of coverage, and their cost. Warranty information will be considered in the bid evaluation. ALL WARRANTY INFORMATION MUST BE SUBMITTED WITH THE BID. If more space is needed, please list on an attached sheet.

Vendor must provide 5-year warranty with advance replacement of parts.

Workmen Certification

The City seeks to ensure that the highest quality workmanship will be performed on City projects constructed by outside contractors, and to do so, encourages all bidders to use workmen on such projects who have satisfactorily completed a registered apprenticeship program developed and operated in accordance with 29 CFR, Part 29. All such bidders are required to certify in their bids on such City projects the percentage, if any, of their workmen for the project which have satisfactorily completed such a program for the type of work they will be performing.

Does your company provide a registered apprenticeship program?

| | |
|-----|--|
| Yes | |
| No | |

Please complete the following table:

| Workmen Classification | % of Workmen Whom Have Completed the Apprenticeship Program |
|------------------------|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

References

BIDDER shall submit three-references, contacts, and phone numbers from similar contracts with others.

Prevailing Wage or Davis Bacon Violations

Has the bidder had any violations relating to Prevailing Wage or the Davis Bacon Act?

| | |
|-----|--|
| Yes | |
| No | |

If yes, attach an explanation.

Bidder submits the names of Subcontractors to be used in performing the Work. Bidder certifies that all Subcontractors listed are eligible to perform the Work. Indicate if the Subcontractor has had any violations relating to Prevailing Wage or the Davis Bacon Act. Subcontractors are subject to the approval of the City and may not be changed except at the request or with the approval of the City

Has the subcontractor(s) had any violations relating to Prevailing Wage or the Davis Bacon Act?

| | |
|-----|--|
| Yes | |
| No | |

If yes, attach an explanation.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver a surety bond or bonds as required. The bid security attached in the sum of five percent (5%) (\$ _____) is to become the property of the OWNER in the event the contract and bonds are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Payment Bond/Performance Bond will be required for any single award of \$25,000.00 or over. The successful bidder shall furnish at his own expense corporate surety bonds in a sum equal to the full amount of the contract, running to City of St. Peters, Missouri, to ensure the faithful performance of all contract provisions and to ensure prompt payment to those furnishing materials or performing labor. Bonds shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract. These bonds, in part or all, are to be forfeited to the City in the event that the terms of the contract are not met in total by the successful bidder. Costs (if any) of these bonds shall be incorporated

in the proposal submitted. Bonds must be furnished to the City within ten days upon award of contract, or bidder shall be deemed in default and award may be cancelled.

Complete and return Section O – Addenda (if applicable) with this proposal.

Contractor

(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title

Business Address

Telephone Number/Fax Number

E-Mail Address

ATTEST:

(SEAL - IF BID IS BY A CORPORATION)

SECTION D
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and

_____, as
Surety, are hereby firmly bound unto the City of St. Peters, Missouri, the Owner,
in the penal sum of \$_____ for
the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, successors and assigns.

Signed this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has
submitted to City of St. Peters, St. Charles County, Missouri, a certain bid
attached hereto and hereby made a part hereof to enter into a contract in writing,
for the PROJECT NAME.

NOW, THEREFORE,

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

Surety and its bond shall be in no way impaired or affected by any extension of
the same within which the Owner may accept such bid; and said Surety does
hereby waive notice of any such extension.

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

Principal

By: _____

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION E

AGREEMENT

THIS AGREEMENT, made and entered into in the City of St. Peters, County of St. Charles, State of Missouri this DATE, by and between the City of St. Peters, Missouri, a Municipal Corporation, hereinafter referred to as CITY, and CONTRACTOR, hereinafter referred to as CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the work PROJECT DESCRIPTION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the installation and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within seven (7) calendar days after the date of the NOTICE TO PROCEED and will complete the same as directed in the specifications unless amended by CITY.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the amount of CONTRACT AMOUNT.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Advertisement For Bids
 - Instructions to Bidders
 - Bid Proposal
 - Bid Bond – N/A
 - Agreement
 - Payment Bond
 - Performance Bond
 - Notice of Award
 - Notice to Proceed
 - Contract Change Order
 - General Conditions
 - Standard Specifications
 - Schedule of Drawings – N/A
 - Special Conditions
 - Addenda
 - Prevailing Wage Rates
 - Indemnification
 - Traffic Control – N/A
 - Affidavit Enrollment in Federal Work Authorization Program
 - The Project Drawings

6. The City will pay to the Contract Amount to the Contractor in the manner and at such times as set forth in the Contract Documents.
 - A. In the 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 10 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
7. Acceptance of this agreement includes compliance with the 1991 Omnibus Transportation Employee Testing Act.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Quadruplicate each of which shall be deemed an original on the date first above written.
9. 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 work 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.
10. Safety Training
 - A. 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, unless such employees have previously completed the required program.
 - B. All employees who have not previously completed the program are required to complete the program with sixty (60) days of beginning work on such construction project.
 - C. Contractor acknowledges and agrees that any of 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.
 - D. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

- E. Notice of Penalties for Failure to Provide Safety Training
 - a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to 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 Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required above.
 - b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 10 B and C above have elapsed.
 - c. Violations of Section 10 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

CITY OF ST. PETERS, MISSOURI

(Signature of Authorized Representative)

William P. Charnisky
(Printed Name of Authorized Representative)

(SEAL)

City Administrator
Title

ATTEST: _____

Name
(Printed Name)

Title:

COMPANY NAME

(Signature of Authorized Representative)

(Printed Name of Authorized
Representative)

Title

ATTEST:

Name

(Printed Name)

Title:

SECTION F
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____, hereinafter called Surety, are held and
(Address of Surety)

firmly bound unto the City of St. Peters, Missouri, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri, 63376, hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the PROJECT NAME.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, _____.

Principal

Address

By: _____

Attest:

Principal Secretary

(SEAL)

Witness as to Principal

Surety

Address

By: _____

Attest:

Surety Secretary

(SEAL)

Witness as to Surety
Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION G
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____, hereinafter called Surety, are held and
(Address of Surety)

firmly bound unto the City of St. Peters, Missouri, One St. Peters Centre Boulevard, P.O. Box 9, St. Peters, Missouri, 63376, hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the PROJECT NAME.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive 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. Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall

pay not less than the prevailing wage included herein to all workers performing work under the contract.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, _____.

Principal

Address

By: _____

Attest:

Principal Secretary

(SEAL)

Witness as to Principal

Surety

Address

By: _____

Attest:

Surety Secretary

(SEAL)

Witness as to Surety
Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION H

NOTICE OF AWARD

| | |
|----------------------|-----------------------|
| DESCRIPTION OF WORK: | PROJECT NAME |
| TO: | CONTRACTOR |
| DATE OF AWARD: | DATE OF PROJECT AWARD |

The OWNER represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its notice and instructions to bidders dated DATE OF BID. It appears that it is in the best interest of said OWNER to accept your proposal in the amount of CONTRACT AMOUNT.

You are required by the notice and instructions to bidders to execute the formal contract with the undersigned OWNER and to furnish the required Contractor's performance and payment bonds and Certificate of Insurance within ten (10) calendar days from the date of the delivery of this notice to you.

If you fail to execute said contract and to furnish said bonds and insurance within ten (10) calendar days from the date of delivery of this notice, said OWNER will be entitled to consider all your rights abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the OWNER may see fit.

Signed: _____
William P. Charnisky

Title _____
City Administrator, City of St. Peters Missouri

Date _____

ACCEPTANCE OF NOTICE - Receipt of the above Notice of Award is hereby acknowledged by:

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION I
NOTICE TO PROCEED

| | |
|----------------------|-----------------------|
| DESCRIPTION OF WORK: | PROJECT NAME |
| TO: | CONTRACTOR |
| DATE OF AWARD: | DATE OF PROJECT AWARD |

In accordance with the Contract dated CONTRACT DATE₁ you are hereby notified to commence work beginning START DATE and you are to complete the work no later than COMPLETION DATE₂

Signed: _____
William P. Charnisky

Title _____
City Administrator, City of St. Peters Missouri

Date _____

ACCEPTANCE OF NOTICE - Receipt of the above Notice to Proceed is hereby acknowledged by:

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION J

CONTRACT CHANGE ORDER NO.

| | |
|----------------------|--|
| Date of Change Order | |
| Project Name | |
| Location | |
| Contractor | |

You are hereby requested to comply with the following changes from the Contract Agreement, plans and specifications:

| Item Number | Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, ETC. | Decrease in Contract Amount | Increase in Contract Amount |
|-------------|---|-----------------------------|-----------------------------|
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Change in Contract Amount due to this Change Order:

| | |
|--|--|
| Total Decrease | |
| Total Increase | |
| Net Change | |
| Original Contract Amount | |
| Current Contract Amount | |
| Revised Contract Amount, Including this Change Order | |

The time provided for completion in the Contract is increased by ___ calendar days. This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto.

Except as otherwise specifically stated in this change order, this change order resolves and waives all of the Contractor's claims for time or money which the Contractor was aware of prior to the date of this change order.

| |
|--------------------|
| Reason For Change: |
| |

Signed: _____
William P. Charnisky

Title _____
City Administrator, City of St. Peters Missouri

Date _____

ACCEPTANCE OF CHANGE ORDER

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION K

GENERAL CONDITIONS

SECTION 1.100 DEFINITIONS

1.100 CONTRACT DOCUMENTS:

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

- a. Advertisement for Bids
- b. Instructions to Bidder
- c. Bid Proposal
- d. Bid Bond – N/A
- e. Agreement
- f. Payment Bond
- g. Performance Bond
- h. Notice of Award
- i. Notice to Proceed
- j. Contract Change Order
- k. General Conditions
- l. Standard Specifications
- m. Schedule of Drawings – N/A
- n. Special Conditions
- o. Addenda
- p. Prevailing Wage Rates
- q. Indemnification
- r. Traffic Control – N/A
- s. Affidavit Enrollment in Federal Work Authorization Program
The Project Drawings

1.101 PROJECT MANAGER

Shall mean the CITY assigned Project Manager for the City of St. Peters, Missouri, or its representative duly authorized in writing to act for the Project Manager.

1.102 CITY

Shall mean the City of St. Peters, Missouri.

1.103 SUBCONTRACTOR

Shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes material.

1.104 CONTRACTOR

Shall mean the Contractor named in the contract documents.

1.105 PROPOSAL

The offer of a bidder to perform the work described by the contract documents when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

1.106 PROPOSAL GUARANTY

The bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the CITY for the construction of the work, if the contract is awarded to him.

1.107 PERFORMANCE BOND

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

1.108 PAYMENT BOND

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to promptly make payments to those furnishing materials or performing labor in accordance with the terms of the Contract.

1.109 SURETY

Shall mean the person, firm or corporation who executes the Contractor's bonds.

1.110 SPECIFICATIONS

Shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.

1.111 DRAWINGS

Are those listed in the index to specifications and drawings with all addenda thereto.

1.112 WRITTEN NOTICE

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of the contract.

- a. Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in his business address until completion of the contract.

1.113 ACT OF GOD

Means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature.

1.114 WORKING DAY

A working day is defined as any day when, in the opinion of the Project Manager, weather conditions are such as would permit any major operation of the project for six (6) hours or over unless other avoidable conditions prevent the Contractor's operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.

1.115 CALENDAR DAY

Is the method of determining the number of days within a year utilizing the Julian and Gregorian calendar. The Julian calendar set the lengths of a month at 30 or 31 days, except for February. The Gregorian calendar determines a year is three hundred sixty-five (365) days (except a leap year, which has three hundred sixty-six (366) days) divided into twelve (12) months or fifty-two (52) weeks.

SECTION 2.00 DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.100 INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the CONTRACTOR furnishes all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The CONTRACTOR shall do all the work shown on the drawings and described in the specifications, as well as all incidental and additional items of work which are reasonably inferable from the drawings and specifications in order to fully complete the Work so that it is ready for use, occupancy, and operation by the OWNER as intended.

2.101 CONFLICT

If there is any conflicting variance between the drawings and the specifications, or between the general conditions of the specification requirements, the more stringent requirements shall control. However, the Contractor shall immediately bring all such conflicts to the Architect's and Project Manager's attention for clarification before the work is done. Any work done by the Contractor before such conflict is corrected in writing, shall be done at the Contractor's risk.

2.102 DISCREPANCIES IN DRAWINGS

Any discrepancies found between the drawings and specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Architect and Project Manager, who shall correct such error or omissions in writing. Any work done by the Contractor before such discrepancies, errors or omissions are corrected in writing, shall be done at the Contractor's risk.

2.103 ADDITIONAL INSTRUCTIONS

Further instructions may be issued by the Architect or Project Manager during the program of the work by means of drawings or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.104 SAMPLES

All samples called for in the specifications or required by the Project Manager shall be furnished by the Contractor and shall be submitted to the Project Manager for his approval. Samples shall be furnished so as not to delay fabrication of the samples submitted.

- a. Samples for Tests: Contractor shall furnish such samples of materials as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.

2.105 QUALITY OF EQUIPMENT AND MATERIALS

In order to establish standards of quality, the Project Manager, has in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, together with such engineering and catalog data as the Architect and Project Manager may require.
- b. The Contractor shall abide by the Architect and Project Manager's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing with a reasonable time. No substitute materials shall be used unless approved in writing.
- c. Submission of requests for substitution of products or shall constitute a representation that the Contractor:
 - i. Has investigated the proposed product and determined that it is equal to or better than the specified product.
 - ii. Will provide the same warranty for the proposed product as for the specified product.
 - iii. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including redesign and additional components and capacity required by other work affected by the change.
 - iv. Waives all claims for additional costs and time extensions which are caused by the change.
- d. An addendum will be issued prior to bid opening; identifying manufacturers of approved equipment. Only general Contractors can request approval of equal equipment.

2.106 EQUIPMENT APPROVAL DATA

The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. This submission shall be compiled by the Contractor and approved by the Architect and Project Manager before any of the equipment is ordered. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- b. After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from the Architect and Project Manager.

Catalog data for equipment approved by the Architect and Project Manager does not in any case supersede the Architect and Project Manager's contract documents. The approval of the Architect and Project Manager shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Project Manager's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the item submitted. The Contractor shall check the work described by the catalog data with the Project Manager's contract documents for deviations and errors.

- a. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- b. Where equipment requiring difference arrangement of connections from those shown is approved. It shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

2.107 SURVEYS

Unless otherwise specified, the CITY shall establish all base lines for location of the principal component parts of the work together with a suitable manner of benchmarks adjacent to the work. Based upon the information provided by the CITY, the Contractor shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and

other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.108 SHOP DRAWINGS

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Project Manager's instructions. Deviations from the drawings and specifications shall be called to the attention of the Project Manager at the time of the first submission of shop drawings and other drawings for approval. The Project Manager's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- a. Three (3) copies shall be submitted at least thirty (30) calendar days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
- b. The Project Manager shall, within fourteen (14) calendar days of the submittal of any shop drawings, return one (1) copy to the Contractor marked with all corrections and changes.
- c. The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Project Manager.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Project Manager two (2) copies of the shop drawings conforming to the required corrections and changes.

SECTION 3.00 PROJECT MANAGER-CITY-CONTRACTOR RELATIONS

3.100 PROJECT MANAGER'S RESPONSIBILITY AND AUTHORITY

All work shall be done under the general supervision of the Project Manager or his designated representative. The Project Manager or his designated representative shall decide any and all questions which may arise as to the quality and acceptability of materials, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

3.101 PROJECT MANAGER'S DECISIONS

All claims by the Contractor shall be presented to the Project Manager for decision, which shall be made in writing within a reasonable time.

3.102 INSPECTION OF WORK

All materials and each part of detail of the work shall be subject at all times to inspection by the Project Manager, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. The OWNER and Project Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractors as is required to make a complete and detailed inspection.

3.103 CONTRACTOR'S SUPERINTENDENCE

A qualified superintendent, who is acceptable to the Project Manager, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Project Manager's instructions shall be confirmed in writing and always upon written request from the Contractor.

Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

3.104 ASSIGNMENT OF CONTRACT

Neither the Contractor nor the City shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent of the other party.

3.105 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the completion of this contract, before acceptance of the work by the Project Manager, the Contractor shall remove all of his equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them.

3.106 SUSPENSION OF WORK BY CITY/CITY'S REPRESENTATIVE

The work or any portion thereof may be suspended at any time by the Project Manager, provided that he gives the Contractor five (5) calendar days written notice of suspension, which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Project Manager and within ten (10) calendar days of the date fixed in the notice of suspension. The Contractor may abandon that portion of the work so suspended and shall be entitled to payment only for work that has been completed in accordance with the Contract Documents.

3.107 CITY'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) calendar days written notice to the Contractor and receipt of written approval from the Project Manager, the City may, without prejudice to any other remedy he may have, correct such deficiencies at the Contractor's cost.

3.108 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

The City shall have the right to terminate the employment of the Contractor in the event of any default by the Contractor after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Project Manager's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment thereof.

If the Owner terminates the Contractor for default, the Contractor hereby assigns to Owner (and Owner's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective only upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept the assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements, and purchase orders, and (2) Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which Owner determines to accept assignment of the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's determination to accept the assignment of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor, but not the Owner. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner without further subcontractor approving and assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver to Owner a written acknowledgement in form and substance satisfactory to Owner from each of its Subcontractors and suppliers of the contingent assignment described herein no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

The City shall have the right to terminate the Contractor's employment for the City's convenience after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City shall pay the Contractor for all work that has been completed.

If after termination of the Contractor for default as provided above, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CITY.

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

3.109 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

The Contractor may suspend work or terminate contract upon ten (10) calendar days written notice to the City and the Project Manager, for any of the following reasons:

- a. If an order of any court or public authority caused the work to be stopped or suspended for a period of ninety (90) calendar days through no act or fault of the Contractor or his employees.
- b. If the Project Manager should fail to act upon any request for payment in violation of the Contract Documents.
- c. If the City should fail to act upon any request for payment in violation of the Contract Documents.

3.110 RIGHTS OR VARIOUS INTERESTS

Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.

3.111 SEPARATE CONTRACTS

The CITY may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Project Manager any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Project Manager of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Project Manager immediately any difference between completed work by others and the drawings.

3.112 SUBCONTRACTORS

At the time specified by the contract documents or when requested by the Project Manger, the Contractor shall submit in writing to the City for approval of the Project Manager the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Project Manger. The Contractor is responsible to the City for the acts and omissions of his employees. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the City. The Contractor shall bind every Subcontractor by the terms of the contact documents.

3.113 WORK DURING AN EMERGENCY

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering human life or property. In all cases he shall notify the Project Manager of the emergency as soon as practical, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.114 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and evidence shall be introduced in any proceeding of any other waiver or modifications.

3.115 JOB SAFETY

The Project Manager has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work. As a condition of this contract, the Contractor shall be responsible for completing all aspects of their job in accordance with Occupational Safety & Health Administration (OSHA) guidelines.

All record keeping and posting guidelines, employee training programs, and use of personal protective equipment are the responsibility of the Contractor. Any potential citations issued by OSHA, which result in fines that relate to the work on this project, are the sole responsibility of the appropriate contractor.

Periodically the Project Manager may conduct inspections of the job site. All contractors shall be in compliance with OSHA guidelines. If the Project Manager determines that work is not in compliance, he has the authority to require that work be stopped until the contractor is in compliance with the appropriate standard(s). This will come with no penalty to the City and the Contractor will be required to complete their work on schedule without any delays or face potential penalties for any delays that this may cause the overall project.

3.116 PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission, and the Contractor shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent

damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.117 LANDS BY OWNER

The Contractor shall perform the Work on the lands provided by the Owner.

3.118 LANDS BY CONTRACTOR

Any additional land and access beyond those provided by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the OWNER. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.

SECTION 4.000 MATERIALS AND WORKMANSHIP

4.100 MATERIALS FURNISHED BY THE CONTACTOR

All materials used in the work shall be new and meet the requirements of the respective specifications and no material shall be used until it has been approved by the Project Manager. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.101 MATERIALS FURNISHED BY THE CITY

Only materials specifically indicated as furnished by the City shall be furnished by the City. The fact that the City is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the City, he shall notify the Project Manager.

Unless otherwise noted or specifically stated, materials furnished by the City, which are not of local occurrence, are considered to be F.O.B., delivered to the site area designated by the Contractor and approved by the Project Manager. The Contractor shall be prepared to unload and properly protect all such material loss or damage after receipt of material at the point of delivery.

4.102 CHARACTER OF WORKERS

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by

subcontractors. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workers employed by the Contractor or subcontractor who, in the opinion of the Project Manager, does not perform his work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Project Manager, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Project Manager.

4.103 REJECTED WORK AND MATERIALS

All materials that do not conform to the requirements of the contract documents and are not equal to samples approved by the Project Manager, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten (10) calendar days after written notice is given by the Project Manager, and the work shall be re-executed by the Contractor. The fact that the Project Manager may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Should the Contractor fail to remove work or materials rejected within ten (10) calendar days after written notice to do so, the City may remove them and may store the materials at the Contractor's cost. This includes correction of faulty work after final payment.

4.104 MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.105 CUTTING AND PATCHING

The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Project Manager. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Project Manager and under his direction.

4.106 CLEANING UP

The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting

from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

4.107 GUARANTY PERIOD

Except when a longer time is specifically called for in the Contract Documents, or is otherwise provided by law, the Contractor shall guaranty all equipment furnished and work performed by him for a period of one (1) year from the date of final completion and acceptance of the Project. Pursuant to the Guarantee, the Contractor guarantees and warrants that its work, materials, and equipment, are free from all defects due to faulty materials or workmanship. The CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damages that were caused by defects in the WORK. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. In emergency where, in the judgment of the OWNER, delay would cause serious loss or damage, repairs and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR, and the CONTRACTOR shall pay the cost thereof. The Performance BOND shall remain in full force and effect through the guarantee period.

4.108 SALVAGEABLE MATERIALS

Materials to be removed that can be reasonably removed in useable condition shall be removed by the Contractor and remain property of the City of St. Peters. Materials such as pipe, culverts, power poles, and signage so removed shall be transported and stored at the St. Peters Treatment Plant area by the Contractor in an area designated by the Project Manager.

4.109 STORAGE OF MATERIALS:

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the OWNER or lessee. Risk of loss for stored items shall be on the Contractor until final completion.

SECTION 5.000 INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise

from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the Owner as an additional insured with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The cost of such insurance shall be included in the Contractor's proposal.

5.100 MINIMUM LIMITS OF INSURANCE

Contractors shall maintain limits no less than:

- a. Workers' Compensation for statutory limits.
- b. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy will include protection for the following hazards:
 1. Premises and Operations – Bodily Injury & Property Damage Liability
 2. Independent Contractors Coverage
 3. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
 4. Personal Injury Liability
 5. Broad Form Property Damage
 6. Contractual Liability
 7. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

- c. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- d. Professional Errors and Omissions Insurance: If Contractor is an architect, engineer, surveyor, or consultant, Contractor agrees to obtain Professional Errors and Omissions Insurance. Contractor shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

5.101 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

5.102 OTHER INSURANCE PROVISIONS

The Contractor shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- a. Public Liability, Property Damage, General Liability and Automobile Liability coverages for liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- b. CONTRACTOR'S Contingent or Protective Liability and Property Damage to protect the CONTRACTOR from any and all claims arising from the operations of SUBCONTRACTOR employed by the CONTRACTOR.
- c. Protective Liability Policy in the name of the OWNER for operations of the CONTRACTOR or any SUBCONTRACTOR in connection with the Project.
- d. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- e. The Contractor's insurance coverage SHALL BE PRIMARY INSURANCE as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- f. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- g. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.103 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

5.104 VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the City before work commences. The City of St. Peters reserves the right to require complete, certified copies of all required insurance policies, at any time.

5.105 SUBCONTRACTORS

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates of each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.106 INDEMNIFICATION FORM

Contractors shall complete the Indemnification Form as shown in Section Q.

SECTION 6.000 PROGRESS AND COMPLETION OF WORK

6.100 NOTICE TO PROCEED

Following the execution of the contract by the City, written notice to proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the City) with such force as to secure the completion of the work within the time stated in the Proposal.

6.101 CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.

6.102 SCHEDULE OF COMPLETION

The Contractor shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the Contractor will start the several parts of the work, and estimated dates of completion of several parts.

6.103 SIGNIFICANT CHANGES IN THE WORK

The City may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by additions or modifications shall be adjusted at the time of ordering such changes. The City may delete, without regard to extent, any portion of the project prior to entering into contract with the Contractor. This deletion of work may be done without prior approval of the Contractor and no additional compensation shall be due the Contractor for such deletions.

- a. The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 1. When the character of the work as altered differs materially in kind of nature from that involved or
 2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to the portion in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.

6.104 EXTRA WORK

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The Contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written change order from the City as approved by the Project Manager.

In the absence of such written change order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice as approved by the Project Manager. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.105 EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God or act of omission on the part of the City, may entitle the Contractor to an extension of time in which to complete the work as determined by the Project Manager, provided, however, that the Contractor shall immediately give written notice to the Project Manager of the cause of such delay.

- a. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.
- b. The Contractor with ten (10) days from the beginning of any delay (unless extended by the Project Manager) notifies the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of the delay. If, in the judgment of the Project Manager the findings of fact warrant such action, the time for completing the work shall be extended.

6.106 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Project Manager to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute minimum number of adverse weather days the Contractor must anticipate in its progress schedule.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK**

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 6 | 6 | 5 | 5 | 5 | 8 | 13 | 11 | 4 | 4 | 5 | 5 |

- a. Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor shall record the occurrence of adverse weather delay days which must prevent work on critical activities for six (6) hours or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the Project Manager will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification.

6.107 USE OF COMPLETED PORTIONS

The CITY shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

6.108 LIQUIDATED DAMAGES

Time is an essential element of the contract, and it is therefore important that the work be pressed vigorously to completion. Should the Contractor or, in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in the manner set out in the preceding sections a deduction of an amount as set out in the bid form will be made for each and every calendar or working day, as specified in the contract, that such contract remains uncompleted after the time allowed for the completion. The said amount set out in the bid is hereby agreed upon, not as a

penalty, but as liquidated damages for loss to the City and the public, after the expiration of the time stipulated in the contract, and will be deducted from any money due the Contractor under the Contractor, and the Contractor and his surety shall be liable for any and all liquidated damages.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of the CITY or any or its right under the contract.

When any project awarded separately or when all projects in a combination awarded as a single contract reach a stage of Completion where they could be opened to uninterrupted use, liquidated damages will be charged against the Contractor only for those days which would qualify as working days.

- a. A combination of one or more projects, awarded as a single contract, will be considered as one unit for the determination of liquidated damages.
- b. The Contractor shall be liable for liquidated damages chargeable under the contract when the City, by reason of default of the contract by the Contractor, is completing the work, unless the delay is due to the negligence of the City. A delay in any part of the work or in the final completion of the project caused by the City or its agents shall not avoid the provisions of the contract as to liquidated damages. Any such delay by the City or its agents will be compensated for only by the extension of contract time.

SECTION 7.000 PAYMENT

7.100 REQUESTS FOR PAYMENT

The Contractor may submit periodically but not more than once each month a request for payment for work done and materials delivered and stored on the site. The Contractor shall furnish the Project Manager all reasonable documents, supporting data, receipts, and other facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the City's title to such materials. The Owner and the Architect have determined that based on the conditions of the Project, a retainage of 10% is required to ensure performance of the contract. Therefore, each request for payment shall be computed from the work completed on all items listed in the detailed breakdown of contract amount, less ten percent (10%) unless otherwise noted, to be retained until final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed.

Upon completion and final acceptance of the project, a final invoice shall be submitted for any retainage held during the project. Before final payment can be made, Contractor must submit final payroll records, lien waiver and affidavit of compliance.

7.101 PROJECT MANAGER'S ACTION ON A REQUEST FOR PAYMENT

All invoices, payroll records, and lien waivers shall be submitted to the Purchasing Department, City Hall, One St. Peters Centre Blvd., P O Box 9, St. Peters, Missouri 63376. The invoice will immediately be forwarded to the Project Manager for review. Within ten (10) calendar days of submission of a properly made and supported request for payment by the Contractor, the Project Manager shall:

- a. Approve the request for payment as submitted
- b. Approve a lesser amount that the Project Manager determines is due the Contractor, informing the Contractor in writing of his reasons for approving the amended amount.
- c. Withhold the request for payment, informing the Contractor in writing of his reasons for withholding it.

7.102 CITY'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

The Contractor's invoice shall be deemed duly delivered to the Owner when it has been properly approved by the Project Manager and returned to the Purchasing Department. Within thirty (30) calendar days from the date of such receipt, the OWNER shall:

- a. Pay the request for payment as approved.
- b. Pay such other amount as the City shall decide is due the Contractor, informing the Contractor and the Project Manager in writing of his reasons for paying the amended amount.
- c. Withhold payment and inform the Contractor and the Project Manager of his reasons for withholding payment.

7.103 CITY'S RIGHT TO WITHHOLD PAYMENT

The City may withhold payment in whole or in part on an approved request for payment because of, but not limited to, the following reasons, even such reasons are discovered subsequent to approval of a request for payment by the Project Manager or the City.

- a. Defective work or material not remedied.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments to subcontractors, material suppliers or labor.
- d. Damage to another Contractor's work.
- e. Liquidated damages.

- f. Unsatisfactory job progress;
- g. Disputed work;
- h. Failure to comply with any material provision of the contract;
- i. Damage to a contractor, subcontractor or material supplier;
- j. Reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum;
- k. Citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

7.104 RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all work performed at his expense. It shall be the Contractor's responsibility to pay for:

- a. Replacement of survey benchmarks, reference points and stakes provided by the CITY under Paragraph 2.107.
- b. Lands by Contractor provided in accordance with Paragraph 3.118.
 - 1. Insurance obtained in accordance with Paragraph 5.000.
 - 2. Payment bond obtained in accordance with Section F.
 - 3. Performance bond obtained in accordance with Section G.
 - 4. Permits and licenses required of the Contractor and Subcontractor.

As a condition precedent to final payment, the Contractor shall furnish the following documents to the Project Manager for submittal to the Owner:

- a. Record Drawings showing the field changes and selections (all changes and selections to be approved by the Owner and the Project Manager and Architect in advance) and as-built conditions affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the Architect's Drawings obtained and paid for by Contractor. The Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs.
- b. All operations manuals for equipment
- c. All manufacturer's warranties.

7.105 PAYMENT FOR UNCORRECTED WORK

Should the Project Manager direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the contract documents, an equitable deduction from the contract amount shall be made to compensate the City for the uncorrected work.

7.106 PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under the Paragraph 4.104 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other Contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.

- a. Removal of rejected work or materials and storage of materials by the City in accordance with Paragraph 4.104 shall be paid by the Contractor within thirty (30) calendar days after written notice to pay is given by the City. If the Contractor does not pay the expenses of such removal and after ten (10) calendar days written notice being given by the City of his intent to sell the materials, the City may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all of the costs and expenses that should be borne by the Contractor.

7.107 PAYMENTS FOR EXTRA WORK

If the Contractor receives instructions from the City to proceed with the extra work, and the Contractor wishes to be paid additional compensation for such extra work, the Contractor must provide the City and the Project manager with written notice of the claim for payment within ten (10) calendar days after receipt of the instructions and before any work is commenced, except in cases of emergency that endanger human life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Project Manager. The City's order for extra work shall specify any extensions of the contract time and one of the following methods of payment.

- a. Unit prices or combinations of unit prices, which formed the basis of the original contract.
- b. A lump sum based on the Contractor's estimate, accepted by the City, and approved by the Project Manager.

7.108 PAYMENT FOR WORK BY THE CITY FOLLOWING HIS TERMINATION OF THE CONTRACT

Upon termination of the contract by the City for the Contractor's default, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The cost incurred by the City, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City, and approved by the Project Manager.

7.109 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR

Upon suspension of the work or termination of the contract by the Contractor in accordance with Paragraph 3.109, the Contractor shall recover payment from the City for the work performed.

7.110 RELEASE OF LIENS

The Contractor shall deliver to the City a complete release of all liens arising out of this contract before the retained percentage or before the final request for payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fees.

7.111 ACCEPTANCE AND FINAL PAYMENT

When the Contractor shall have fully and finally completed the work in accordance with the terms of the contract documents, the Project Manager shall certify his acceptance to the City and his approval of the Contractor's final request for payment, which shall be the contract amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment for the Project Manager to assemble and check the necessary data.

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating

to or arising out of this WORK. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

7.112 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final request for payment by the Project Manager and the making of the final payment by the City to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects that were defective within the guaranty period.

7.113 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS

Samples furnished in accordance with Paragraph 2.104 shall be furnished by the Contractor at its expense.

Testing of samples and materials shall be arranged and paid for by the OWNER.

7.114 CONTRACTOR CLAIMS

Whenever the Contractor believes it is entitled to a change order or wishes to make any other claim altering the Contract Time or Contract Sum, it shall submit a notice of its claim to the City in writing within ten days of the event giving rise to that claim or else the claim is forever barred. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by City.

In any dispute whether tort, contract, arbitration, or otherwise in which the Contractor or subcontractors, agents and employees, seek damages for personal injuries, property damage, lost profits or expectancies, business interruption, death or other monetary loss allegedly caused by the City or the City's contractors, engineers, consultants, the Contractor shall, before filing suit, submit to City an affidavit declaring that affiant has consulted and reviewed the facts of the case with an independent engineer or architect who reasonably believes all the following to be true:

- a. The independent engineer or architect is knowledgeable of the relative issues in the particular action.
- b. The independent engineer or architect has practiced for the least ten years in the same area that is at issue in the particular action;
- c. The independent engineer or architect is qualified by experience or demonstrated competence in the subject of the case; and
- d. The independent engineer or architect has determined in a written report, after review of relevant material involved in the particular action that there is a reasonable and meritorious cause for filing of such action.

A copy of the written report, clearly identifying the plaintiff and the reasons for the independent engineer or architect's determination that a reasonable and meritorious cause for filing of the action exists, must be attached to the affidavit.

If an affidavit complying with this action is not submitted to the City before filing of the action, such action shall be dismissed. The cost of dismissal shall be paid by the Contractor in favor of the City.

Extension of time provided for the completion of the Work shall be the Contractor's sole remedy for delay (except for the Contractor's right to terminate the Contract pursuant to the provisions of the Contract Documents.

Jurisdiction and venue for any dispute resolution proceeding or lawsuit shall be in the Circuit Court of St. Charles County, Missouri.

SECTION L
STANDARD SPECIFICATIONS

See Section C

SECTION M
SCHEDULE OF DRAWINGS
NON APPLICABLE

SECTION N
SPECIAL CONDITIONS
NON APPLICABLE

SECTION O
ADDENDA

| Addendum # |
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Addendum
Received By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION P

PREVAILING WAGE RATES

The work under this contract is to be paid for by public funds; therefore minimum prevailing wage rates published by the State Department of Labor are appended. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Contractor will forfeit a penalty to the contracting public body (City of St. Peters) one hundred dollars a day or portion thereof if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor under them. The contractor may also be subject to additional fines and penalties for not complying with the current prevailing wage rates.

An affidavit of compliance and certified payroll records must be forwarded to the City's Purchasing Department.

[X] Annual Wage Order No. 17 is attached

EXCESSIVE UNEMPLOYMENT

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403.

View the Frequently Asked Questions at:

http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp

Or view the statute 290.550 – 290.580 RSMo, at:

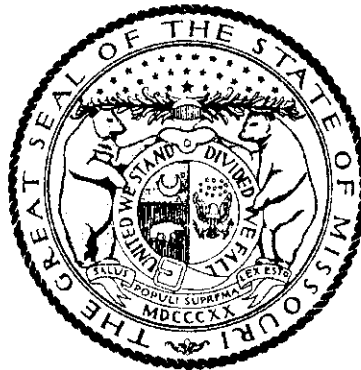
<http://www.moga.mo.gov/statutes/C290.HTM>.

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, U.S. Virgin Islands, West Virginia and Wyoming.

Excessive Unemployment Notice Currently in Effect X Yes No

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

Section 092

ST. CHARLES 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 _____

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2010**

Last Date Objections May Be Filed: **April 9, 2010**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | *Effective Date of Increase | * | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--------------------------------|-----------------------------|---|--------------------|--------------------|------------------|-----------------------|
| Asbestos Worker | 10/10 | | \$36.26 | 55 | 60 | \$18.11 |
| Boilermaker | | | \$32.30 | 57 | 7 | \$20.01 |
| Bricklayers-Stone Mason | 6/10 | | \$29.75 | 72 | 5 | \$18.76 |
| Carpenter | 5/10 | | \$33.23 | 77 | 41 | \$12.40 |
| Cement Mason | 4/10 | | \$29.05 | 80 | 6 | \$14.21 |
| Electrician (Inside Wireman) | 6/10 | | \$30.30 | 82 | 71 | \$9.06 + 38.5% |
| Communication Technician | | | \$29.50 | 44 | 47 | \$7.43 + 29.75% |
| Elevator Constructor | | a | \$40.945 | 26 | 54 | \$21.505 |
| Operating Engineer | | | | | | |
| Group I | 5/10 | | \$29.67 | 3 | 66 | \$19.13 |
| Group II | 5/10 | | \$29.67 | 3 | 66 | \$19.13 |
| Group III | 5/10 | | \$27.77 | 3 | 66 | \$19.13 |
| Group III-A | 5/10 | | \$29.67 | 3 | 66 | \$19.13 |
| Group IV | 5/10 | | \$24.31 | 3 | 66 | \$19.13 |
| Group V | 5/10 | | \$24.31 | 3 | 66 | \$19.13 |
| Pipe Fitter | | | \$34.00 | 91 | 69 | \$21.43 |
| Glazier | 11/10 | | \$31.68 | 87 | 31 | \$20.63 + 13.2% |
| Laborer (Building): | | | | | | |
| General | | | \$27.88 | 118 | 57 | \$10.05 |
| First Semi-Skilled | 3/10 | | \$29.91 | 114 | 27 | \$9.92 |
| Second Semi-Skilled | 3/10 | | \$27.96 | 5 | 3 | \$9.89 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer & Cutter | 5/10 | | \$28.93 | 92 | 26 | \$12.15 |
| Marble Mason | 5/10 | | \$30.02 | 76 | 51 | \$12.08 |
| Millwright | | | USE CARPENTER RATE | | | |
| Iron Worker | 8/10 | | \$31.98 | 11 | 8 | \$18.275 |
| Painter | 10/10 | | \$29.00 | 104 | 12 | \$12.33 |
| Plasterer | 7/10 | | \$27.81 | 67 | 3 | \$14.73 |
| Plumber | | | \$34.00 | 91 | 69 | \$21.43 |
| Pile Driver | | | USE CARPENTER RATE | | | |
| Roofer | | | \$28.65 | 15 | 73 | \$14.50 |
| Sheet Metal Worker | 8/10 | | \$35.34 | 32 | 25 | \$20.66 |
| Sprinkler Fitter | 1/11 | | \$37.23 | 66 | 18 | \$18.60 |
| Terrazzo Worker | 5/10 | | \$29.90 | 116 | 5 | \$10.73 |
| Tile Setter | 5/10 | | \$30.02 | 76 | 51 | \$12.08 |
| Truck Driver-Teamster | | | | | | |
| Group I | | b | \$28.625 | 35 | 36 | \$8.65 |
| Group II | | b | \$28.735 | 35 | 36 | \$8.65 |
| Group III | | b | \$28.775 | 35 | 36 | \$8.65 |
| Group IV | | b | \$28.845 | 35 | 36 | \$8.65 |
| Traffic Control Service Driver | | | \$28.775 | 22 | 55 | \$9.045 |
| Welders-Acetylene & Electric | | * | | | | |

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

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

b - Group I:

Projects over \$3 3/4 Million - \$28.625

Projects under \$3 3/4 Million - \$25.125

Group II:

Projects over \$3 3/4 Million - \$28.735

Projects under \$3 3/4 Million - \$25.235

Group III:

Projects over \$3 3/4 Million - \$28.775

Projects under \$3 3/4 Million - \$25.275

Group IV:

Projects over \$3 3/4 Million - \$28.845

Projects under \$3 3/4 Million - \$25.345

**ST. CHARLES 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. 5: Means eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m., except when the Employer elects to work four 10-hour days as described below. The starting time of the workday can be adjusted from 6:00 a.m. to 9:00 a.m. 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. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. 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. Overtime shall be computed at one-half (½) hour intervals. **Projects that cannot be performed during regular workday:** Where specifications issued by governmental agencies require work to be performed outside the regular workday, the starting time will begin when the employee starts to work. The employee shall be paid applicable straight time hourly wage plus a premium of (\$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. **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 worked. 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 during 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. 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.

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

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. 22: 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. 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.

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 1½ of base shift rate. Saturday first 7½ 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.

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

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 & 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 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe benefit rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and the percentage fringe benefit rates. 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.

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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, 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.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. The work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The Employer at his option may use a flexible starting time between the hours of 7:00 a.m. and 9:00 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.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

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 (1½) 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.

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NO. 82: Means the workday shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the workweek from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal workday, (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 a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized legal holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

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.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 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 \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour 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. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 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.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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.

NO. 118: Means eight (8) hours shall constitute the regular work day, between the hours of 6:00 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. 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 from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer 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 to complete his forty (40) hours. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular work day or outside the hours limiting a regular work day. 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 on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. **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 one dollar and fifty cents (\$1.50) 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 one dollar and fifty cent (\$1.50) per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher 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 thirty-five cent (\$.35) per hour premium for seven and one-half (7½) hours work. The third shift will be paid at eight (8) hours straight time pay plus a forty-cent (\$.40) per hour premium for seven (7) 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 greater than eight (8) hours with excess hours to be paid at overtime rate.

**ST. CHARLES 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: All work done 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 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. 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 too 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. 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.

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.

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HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day 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. 55: 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. 57: 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.

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

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.

NO. 69: All work performed on New Year's Day, Decoration 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 will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, 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 | *Effective Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|------------------------------|-----------------------------|--------------------|--------------------|------------------|-----------------------|
| CARPENTER | | | | | |
| Journeyman | | \$32.13 | 23 | 16 | \$11.50 |
| Millwright | | \$32.13 | 23 | 16 | \$11.50 |
| Pile Driver Worker | | \$32.13 | 23 | 16 | \$11.50 |
| OPERATING ENGINEER | | | | | |
| Group I | 5/10 | \$29.67 | 10 | 9 | \$19.13 |
| Group II | 5/10 | \$29.67 | 10 | 9 | \$19.13 |
| Group III | 5/10 | \$28.37 | 10 | 9 | \$19.13 |
| Group IV | 5/10 | \$24.91 | 10 | 9 | \$19.13 |
| Oiler-Driver | 5/10 | \$25.37 | 10 | 9 | \$19.13 |
| LABORER | | | | | |
| General Laborer | | \$27.88 | 8 | 1 | \$10.05 |
| TRUCK DRIVER-TEAMSTER | | | | | |
| Group I | | \$28.625 | 25 | 21 | \$8.65 |
| Group II | | \$28.735 | 25 | 21 | \$8.65 |
| Group III | | \$28.775 | 25 | 21 | \$8.65 |
| Group IV | | \$28.845 | 25 | 21 | \$8.65 |

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. CHARLES 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. 8: Means eight (8) hours shall constitute the regular workday, between the hours of 6:30 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. 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 from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer 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 to complete his forty (40) hours. 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. 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 on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. **Projects that cannot be performed during regular workday:** On Highway/Heavy work, or 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 one dollar and fifty cents (\$1.50) 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 one dollar and fifty cent (\$1.50) per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher 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 thirty-five cent (\$.35) per hour premium for seven and one-half (7½) hours work. The third shift will be paid at eight (8) hours straight time pay plus a forty-cent (\$.40) per hour premium for seven (7) 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 greater than eight (8) hours with excess hours to be paid at overtime rate.

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.

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

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending 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 interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**REPLACEMENT PAGE
ST. CHARLES COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 1: All work done on New Year's Day, **Independence Day**, Memorial 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 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. 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. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on 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 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 to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

| Occupational Title | Basic Hourly Rate | Total Fringe Benefits |
|--------------------|-------------------------|-----------------------------|
| Journeyman Lineman | \$35.03 | \$4.75 + 42% |
| Lineman Operator | \$30.24 | \$4.75 + 42% |
| Groundman | \$23.38 | \$4.75 + 42% |

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

UTILITY WORK

| Occupational Title | Basic Hourly Rate | Total Fringe Benefits |
|--------------------|-------------------------|-----------------------------|
| Journeyman Lineman | \$35.03 | \$4.75 + 39.55% |
| Lineman Operator | \$30.24 | \$4.75 + 39.55% |
| Groundman | \$23.38 | \$4.75 + 39.55% |

OVERTIME RATE: 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.

HOLIDAY RATE: 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.

SECTION Q
INDEMNIFICATION

To the fullest extent not prohibited by law, the CONSULTANT shall defend, indemnify and hold harmless the City of St. Peters, its agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character in connection with or performed hereunder, except where caused by the sole negligence of the indemnitee.

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION R
TRAFFIC CONTROL
NON APPLICABLE

The Contractor shall perform construction traffic control with respect to the work to be performed under this Contract. The Contractor shall provide such construction traffic control in accordance with the regulations promulgated by the Federal Highway Administration using the Manual Uniform Traffic Control Devices. To the fullest extent not prohibited by law, the Contractor shall defend, indemnify and hold harmless the City of St. Peters, its agents and employees from and against any all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character which arise out of or are in any manner related to, whether proximate or not, any alteration, change or modification of any such traffic control device which such alteration, change or modification is in any part caused by or contributed to, in any manner, whether negligently or intentionally, by the Contractor or any of its employees or agents.

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION S

AFFIDAVIT ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or

(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Contractor"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of St Peters:

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Affiant saith not.

[SIGNATURE]

[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My Commission Expires:

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.