

**REPLACEMENT OF PAVILION #5 AT ST. FERDINAND PARK
FLORISSANT, MISSOURI**

BID NO. PW18-3379



OWNER

City of Florissant
955 rue St. Francois
Florissant, Missouri 63031

314-921-5700/Fax 314-921-7111
Web Site: www.florissantmo.com
E-Mail: citymail@florissantmo.com

Thomas P. Schneider, Mayor
Todd Hughes, P.E., CFM, Director of Public Works
Cheryl Thompson, Acting Director of Parks & Recreation

Issue Date: September 2018
Bid Opening Date: October 24, 2018

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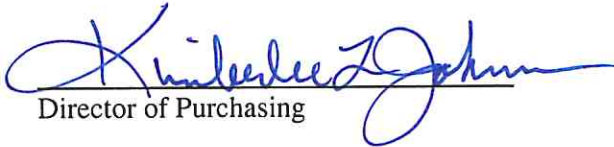
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**"REPLACEMENT OF PAVILION #5
AT ST. FERDINAND PARK"**
CITY OF FLORISSANT
955 RUE ST. FRANCOIS
FLORISSANT, MO 63031

Bid No. PW18-3379

REQUEST FOR QUOTATION - ANNOUNCEMENT

Sealed Bids, subject to the Instructions and General Conditions of bidding listed below and any special conditions set forth herein, will be received at the Purchasing Office until **2:00 p.m., OCTOBER 24, 2018**, for furnishing the material and/or list of materials, supplies, equipment, or services shown on the attached sheet(s). Proposals shall include all charges for delivery to Florissant, Missouri, packing, etc. The right is reserved to accept or reject all of any part of the bid, to waive technicalities, and to accept the offer the Purchasing Director considers the most advantageous to the City.


Director of Purchasing

INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

1. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and sign the bids. Identify your bid on envelope by bid number, articles bid upon, and date of opening. If you do not care to bid, please return bid sheet(s) and note your reason.
2. Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
3. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restrictive to those mentioned.
4. Bidders are to exclude Federal Excise Tax and/or Sales and Use Taxes in their bid prices, as the City is exempt from these taxes by law. Federal tax exemption certificates will be furnished if required. Bidders are to exclude sales tax from vendors and material suppliers in their bid prices. The City will provide the Missouri Project Exemption Certificate authorizing purchasing tax exempt project construction materials.
5. The delivery date(s), or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.
6. The City of Florissant reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the vendor or contractor must notify the City Purchasing Director. Failure to deliver as guaranteed may disqualify bidder from future bidding.
7. The proposal for this Contract shall be based upon the required payment by the Contractor of prevailing hourly rate of wages for each craft or type of workman required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri.

8. Failure to comply with any of the above instructions and general conditions of bidding will disqualify the bidder.

9. If the bidder wishes to suggest an alternate, it must be submitted on a separate sheet of paper.

10. The City of Florissant expressly denies responsibility for, or ownership of, any item purchased until the same is delivered to the City and is accepted by the Purchasing Director.

11. Late Bid Information: Any bid received by the Purchasing Dept. after stated opening time shall not be honored by the City of Florissant. There will be **NO EXCEPTION**. It is the responsibility of the bidder to insure delivery of his bid to the Purchasing Dept. prior to stated time of bid opening.

NOTE: ALL BIDS MUST BE DELIVERED TO THE PURCHASING DEPARTMENT, AND CLOCKED IN PRIOR TO 2:00 P.M. ON BID OPENING DATE. NO BIDS WILL BE ACCEPTED ONCE THE BID OPENING HAS BEGUN, OR THOSE CLOCKED IN AFTER 1:59 P.M.

12. Certificate of Non-Collusion: The bidder, by offering his or her signature to this proposal, agrees to the following: "Bidder certifies that this bid is made without any previous understanding, agreement or connection with any person or firm, or corporation making a bid for the same items, and is in all respects fair without outside control, collusion, fraud or otherwise illegal action."

13. Addendum: If any prospective bidder is in doubt as to the true meaning of any part of the Information for Bidders or any other part of this bid, he may submit to the Director of Purchasing a written request for any interpretation thereof. Any interpretation of the proposed documents will be made by addendum duly issued. The City will not be responsible for any other explanations or interpretations.

14. Brand Names: If, and wherever, a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase OR APPROVED EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified and to submit brochures, sample, and/or specifications in detail on items bid. The City shall be the sole judge concerning the merits of bids submitted.

15. Samples and Demonstrations: Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished with the bid proposal. If samples should be requested, such samples must be received by the City, no later than seven (7) days after the formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing or destroyed will, upon request, within thirty (30) days of bid award, be returned at the bidder's expense.

16. Variations from Specifications: For purposes of evaluation, bidder must indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

17. Reservation for Rejection and Award: The City of Florissant reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on the required materials. The City also reserves the right to award the contract on such material the City

deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interests of the City, unless otherwise stated. The City also reserves the right to waive minor variations from the specifications (Interpretation of "minor variance" will be made by applicable City Department personnel).

ALL BIDDERS MUST FURNISH UNIT PRICES WITH EXTENDED TOTALS AND TOTAL SUM OF BID. IN THE EVENT OF CONFLICT BETWEEN UNIT PRICE AND TOTAL, THE UNIT PRICE WILL BE USED TO DETERMINE THE SUCCESSFUL BIDDER.

DISCOUNT: Show cash discount, if any, in space provided. It will be considered in determining award.

18. Information on Bid Results: Only the company (or companies, if awarded on a split bid basis) awarded the bid will receive written notification of such. All others may view the official records at the Purchasing Office. Written requests for bid tabulations will be given consideration as they are received by the Purchasing Director. Vendors requesting such information should include a self-addressed and pre-stamped envelope.

19. Payment: All invoices shall be submitted to the Department of Finance. Said invoice shall be due and payable within (30) days following written approval by the proper Department Director. At the option of the City, all cash discounts will be taken within the specified days following Director's approval.

20. ADA Compliance: It shall be the responsibility of all bidders to warrant that all goods, services and/or work to be procured and/or performed under the proposed contract shall conform to and/or be performed in compliance with all applicable federal, state and local statutes, ordinances and codes including, but not limited to, the Americans with Disabilities Act of 1990.

Failure to comply in any manner with applicable statutes, ordinances or codes shall result in said contractor replacing the goods, services and/or work performed in order to effect compliance, or in liquidated damages in the amount required to effect compliance with said statutes, ordinances and codes, together with any costs associated with collection of said damages.

The bid opening shall be conducted on the date specified at 2:00 p.m. in an office or conference room in the Florissant City Hall, 955 rue St. Francois, Florissant, MO 63031. If you would like to attend said bid opening and require an accommodation due to a disability, please contact the Purchasing office at 839-7621 or the TDD phone at 839-5142.

21. Community Development Block Grant Bid Requirements: This activity is/is not in whole or in parts funded with federal Community Development Block Grant (CDBG) funds provided by the Department of Housing and Urban Development. Therefore the project is subject to all applicable federal laws, regulations and standards. All bids are also subject to all applicable federal laws, regulations and standards. All bids are also subject to all regulations pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended. Further, all projects funded in whole or in part with CDBG funds require a preconstruction conference with the City of Florissant's Community Development Director prior to the commencement of work.

22. Inclement Weather: The City of Florissant reserves the right to hold unopened bids and delay the scheduled bid opening if weather conditions are such that City offices are closed and / or purchasing staff is not available. Information may be obtained by calling the purchasing department at 314-839-7621. A message will be left notifying the vendors of a delay in bid opening.

INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF PROJECT

This project shall consist of demolition and replacement of pavilion #5 at St. Ferdinand Park, 25 St. Ferdinand Park, Florissant, Missouri 63031, per the attached specifications and drawings.

2. SPECIAL NOTICE TO BIDDERS

A. These specifications have bound therein a complete set of bidding forms. These are only for the information of bidders, and are not to be detached from the specifications or filled out and executed. One separate additional set of bid documents must be submitted in a sealed envelope plainly marked identifying the project and the bidder.

B. The Contractor shall not stipulate in his proposal any conditions contrary to the specifications on the standard proposal form contained in the contract documents (suggested alternates must be submitted on separate copies of the bid forms).

3. TIME FOR RECEIVING BIDS

The time for receiving bids is at **2:00 p.m. on the 24th. day of October 2018**, at the Office of Purchasing, City Hall, Florissant, Missouri 63031.

Bids received prior to the time of opening will be securely kept unopened. The Director of Purchasing or his designee, whose duty it is to receive bids, will decide when the specified time has arrived, and no bid received thereafter shall be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. If bid is mailed, bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be received, and make due allowance for possible delays.

Bidder's attention is directed to the fact that no bid will be accepted or considered if submitted after the specified time for receiving bids.

The bid shall consist of the following documents:

- I. Proposal
- II. Bid Security

No bid will be accepted unless all of the above documents have been submitted.

4. PRE-BID CONFERENCE

A pre-bid meeting Wed., October 10, 2018 at 10:00 a.m. St. Ferdinand Park, Pavilion #5.

5. WITHDRAWAL OF BIDS

Bids may be withdrawn only on written notice submitted before the time specified for receiving bids, and NOT thereafter. No bid may be withdrawn for a period of sixty (60) days after the time for receiving bids has passed.

6. AWARD OF CONTRACT, REJECTION OF BIDS

The Contract will be awarded to the qualified bidder who, in the opinion of the City, is most responsible and capable of completing the project, as determined by evaluation of the documents submitted in the bid. The City, however, reserves the right to reject any and all bids and to waive all informalities in bids received whenever such rejection or waiver is in its interests.

7. EXAMINATION OF SITE, PLANS, ETC.

Bidders must carefully examine the entire site of the work and shall make all necessary investigations to inform themselves thoroughly as to the facilities available, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans hereto attached. Bidders are also required to examine, during normal business hours, all maps, plans and data mentioned in the specifications as being on file at the office of the Department of Public Works, City Hall, Florissant, Missouri, for examination by bidders.

8. INTERPRETATIONS

No oral interpretations will be made to any bidder as to the meaning of the specifications. Every request for any interpretation shall be made in writing and addressed and forwarded to the office of the Department of Public Works, 955 rue St. Francois, Florissant, Missouri, 63031. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom specifications have been issued. All such addenda shall become part of the contract documents.

9. BIDDER PRE-QUALIFICATION

All prospective bidders shall be pre-qualified with the City of Florissant prior to the bid date. To pre-qualify, the contractor shall submit all information available that demonstrates him to be qualified to perform the work under this contract. The City shall have the right to request additional information that it deems necessary to determine the contractor's ability to perform the work. Each contractor shall contact the Department of Public Works to obtain information regarding the requirements for pre-qualification.

10. BID SECURITY

The bid must be accompanied by a bid security, which shall be in the amount of five percent (5%) of the base bid. At the option of the bidder, security may be a certified check, cashier's check, or a bid bond issued by a qualified bonding company. NO BID WILL BE CONSIDERED UNLESS IT IS ACCOMPANIED BY THIS GUARANTEE. Certified checks or cashier's checks must be made payable to the order of the City of Florissant, Missouri. The bid guarantee shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder, as specified in the contract documents. Bid security will not be returned or released until a contract is signed.

11. CORRECTIONS

The completed forms shall be without interlineation, alteration or errors. If contractor desires, he may request additional copies of a form.

12. CONTRACT, PERFORMANCE AND PAYMENT BONDS

A. The successful bidder shall execute a contract agreement with the City. The agreement shall be completed within ten (10) days after notice of contract award. The agreement shall be executed and returned to the City.

B. Contractor shall procure and maintain a performance and payment bond (the "Bond") for the benefit of the City of Florissant ("City") as required by the laws of the State of Missouri and in an amount not less than 100% of the aggregate amount of the Contract. The Bond shall serve as security for the faithful performance of this Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with this Contract. The premiums on the Bond shall be paid by the Contractor. The Bond shall remain in full force and effect during the life of the Contract and during the term of any warranty required by the specifications and shall be held in the custody of the Director of Purchasing and/or the appropriate department head.

Contractor represents, warrants and guarantees, and Contractor shall also furnish to City, a certificate of authority or some other evidence as deemed appropriate by Director of Purchasing and/or the appropriate department head establishing that the Bond is from a surety that is: authorized to do business in the State of Missouri, authorized to become surety on the bonds or obligations of persons or corporations, solvent with paid-up capital of not less than the applicable amount provided by the laws of Missouri, and, if organized outside the State of Missouri, in compliance with all the provisions of Missouri law relating to insurance companies other than life insurance companies, If, at any time, City shall become dissatisfied with any surety or sureties, or if for any other reason the Bond shall cease to be adequate security for City, Contractor shall, within ten (10) days after notice from the Director of Purchasing and/or the appropriate department head , substitute an acceptable bond (the "Additional Bond") in form and sum and signed by other sureties as may be satisfactory to City, The premiums on the Additional Bond shall be paid by Contractor. All requirements herein applicable to the Bond shall also be applicable to the Additional Bond. No further partial payments to Contractor shall be deemed due, nor shall be made until the sureties on the Additional Bond shall have qualified.

Contractor shall furnish to City such Bond together with insurance or other documents required by the Contract. The current power of attorney for the persons who sign for any surety company shall be attached to the Bond. The power of attorney shall be sealed and certified with the manual signature of an officer of the surety. A facsimile signature will not be accepted by the Director of Purchasing and/or the appropriate department head.

The failure of the Contractor to supply the required Bond along with the evidence of the required insurance coverage and other documents required by the Contract within ten (10) days after the executed acceptance is received by the Contractor, or within such extended period as the Director of Purchasing and/or the appropriate department head may grant, based upon reasons determined sufficient by the Director of Purchasing and/or the appropriate department head , shall constitute a default and City may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the Contractor the difference between the amount of his/her bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by re-advertising, the defaulting Contractor shall have no claim against City for a refund. Because of the difficulty of ascertaining the damages caused to City, said sum shall be considered liquidated damages and shall not constitute a penalty.

13. SUBCONTRACTS

The successful bidder shall furnish a complete list of the names of the subcontractors and major material suppliers proposed for all parts of the work. The City will supply the successful bidder with a Missouri Project Exemption Certificate, authorizing the purchasing of tax exempt project construction materials.

The Contractor shall not sublet more than 50 percent of the total value of this contract. The prime Contractor shall accomplish the majority of the work performed under this contract. The Contractor shall indicate on the Statement of Bidder's Qualifications that percentage of work to be performed by him/her.

14. SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

The Contractor's work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a one-way traffic way that is usable in all weather conditions.

No direct payment will be made for temporary guardrail, barriers, signs, light, or other work as may be necessary to maintain traffic and to protect the work and the public; but the cost thereof shall be included in the price bid.

15. TIME OF COMPLETION

The Contractor, to whom the work hereinafter described or specified may be awarded, **shall fully complete all work and punch list items within sixty (60) days after Notice to Proceed.**

16. EQUAL EMPLOYMENT OPPORTUNITY

All contractors are encouraged to not discriminate against any employee, applicant for employment, subcontractors or suppliers because of race, color, religion, sex or national origin, and to utilize minority businesses when possible.

17. CONTRACTOR REPRESENTATIVE

The selected contractor shall designate in writing the name of his representative who will receive and implement all oral and written instructions and orders given by the designee of the City. The Contractor's representative shall be present on the job site at all times during the execution of this contract. It shall be the responsibility of the Contractor to notify the City if a change in supervisory personnel is made during the contract.

18. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held prior to the issuance of a Notice to Proceed with the work. The Contractor, all subcontractors and the City's Project Manager will attend this meeting. The meeting date will be established after the bid award and at a time convenient to all parties.

19. INQUIRIES

Any inquiries regarding this project may be directed to Cheryl Thompson, Acting Director of Parks Recreation, at 314-839-7674.

20. HOURS OF WORK

The Contractor is not to work outside the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, without the prior approval of the Director, or his representative, or on Holidays, unless previously arranged with and approved by the City.

21. DIRECT BILLING

Any direct billing arrangements must be made after the City awards the project and before construction begins and only when it is in the best interest of the City. All bidders are reminded to submit bids **without** supplier and/or vendor sales/use tax included. The City will provide a Missouri Project Exemption Certificate for the purchase of tax-exempt project materials.

22. BUY UNITED STATES PRODUCTS

By Resolution No. 688, adopted October 26, 1987 by the Florissant City Council, the City has adopted a policy favoring the purchase of products manufactured, assembled or produced in the United States of America.

23. PURCHASING OF CONSTRUCTION MATERIALS

Pursuant to Chapter 144.062 RSMO, as amended, Contractors or subcontractors who make direct purchases of materials and or supplies with a value of one thousand dollars (\$1,000.00) or more for the purpose of constructing, repairing, or remodeling facilities to fulfill their contracts with the City, are exempt from paying sales tax. The **City** shall furnish to the Contractor an exemption certificate, issued by the State of Missouri, authorizing such purchasing.

The **Contractor** will be required to furnish the exemption certificate to all subcontractors, and any Contractor purchasing materials shall present this certificate to all material suppliers as authorization to purchase, on behalf of the City of Florissant, all tangible personal property and materials to be incorporated into or consumed in the construction of that project on a tax-exempt basis. Any excess personal property or materials purchased under a project exemption certificate shall either be returned to the supplier for credit or the appropriate sales or use tax shall be reported on a return and paid by the Contractor.

In order to qualify for this tax-exempt project, the following method will be used and the following conditions will be adhered to:

- a) Monthly project invoices are to be billed to the City by the Contractor (with bid number and purchase order numbers noted). No sales tax shall be included in the invoices.
- b) Invoices by subcontractors, suppliers, and vendors shall be billed to the Contractor, also showing the project name, bid number, and no sales tax.
- c) A copy of the Missouri Project Exemption certificate issued by the City will be supplied to the Contractor. The City shall specify a consistent bid/P.O. number that will be used by the Contractor for the duration of the project.
- d) A copy of the City's current tax exemption certificate issued by the State of Missouri will also be provided to the Contractor.
- e) The Contractor named on the Missouri Project Exemption Certificate will make all payments to subcontractors, suppliers and/or vendors.

All invoices for supplies and materials purchased under a project exemption certificate are to be retained by the purchasing Contractor for five years and are subject to audit by the Director of Revenue.

Suppliers shall execute (to the purchasing Contractor) invoices bearing the name of the exempt entity and the project identification number. The purchase of any construction machinery, equipment or tools used on the project is not exempted from taxation.

It shall be the responsibility of the Contractor to request copies of exemption certificate(s) from the City of Florissant to be used by him or any of his subcontractors for this project prior to purchasing materials for this project. All requests shall be sent to:

**City of Florissant
Public Works Department
(Attn: Director of Public Works)
955 Rue St. Francois
Florissant, Missouri 63031**

24. FEDERAL APPRENTICESHIP POLICY

The City seeks to ensure that the highest quality workmanship will be performed on its projects and to do so, will employ on the projects men who have satisfactorily completed apprenticeship programs developed and operated by the Building Trades in accordance with the policy recommendations, dated January 28, 1992, of the Federal Committee on Apprenticeship, U.S. Department of Labor, Employment and Training Administration, Office of Work-Based Learning, Bureau of Apprenticeship and Training (the "Policy Recommendation"). All bidders are required to certify in their bids the percentage of their workmen for the project which have satisfactorily completed such a program for the type of work they will be performing. (Per Ordinance #5967, adopted May 27, 1997 - effective May 28, 1997).

SECTION 1: That all business entities contracting with the City of Florissant for construction, repairs, maintenance and service projects of the City funded with tax revenues of the City of Florissant are urged to employ residents of the City of Florissant to work on such projects, and are further encouraged to urge their subcontractors to employ City of Florissant residents on such projects.

25. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Bidders are informed that pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the **successful bidder and any subcontractors** shall, by **sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful **bidders** shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services (affidavit is part of bid documents).

26. SAFETY TRAINING

Effective August 28, 2009, bidders are informed that the project is subject to the requirements of Section 292.675 RSMo, which requires **all contractors and subcontractors** doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (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. If on-site employees had not previously completed such training, the training must be completed within sixty (60) days of the date, work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

27. 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), plus one hundred dollars (\$100) 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 in Section 26 above.

b. The penalty described in Subsection a. of this Section shall not begin to accrue until the time periods described in Section 26 above have elapsed.

c. Violations of Section 26 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

PW18-3379 – “REPLACEMENT OF
PAVILION #5 AT ST. FERDINAND
PARK”

PLEASE SUBMIT THE FOLLOWING
BID PROPOSAL (5 PAGES).

(SEE INSTRUCTION TO BIDDERS FOR ADDITIONAL DETAIL.)

BID DOCUMENTS DUE ON OR BEFORE
BID OPENING:
OCTOBER 24, 2018 AT 2:00 P.M.

PRE-BID MEETING WEDNESDAY,
OCTOBER 10, 2018 @ 10:00 A.M. @ ST.
FERDINAND PARK, PAVILION #5.

PROPOSAL FOR
"REPLACEMENT OF PAVILION #5 AT ST. FERDINAND PARK"
PW-18-3379

Date:

City of Florissant
Office of Purchasing
City Hall
955 rue St. Francois
Florissant, MO 63031

Gentlemen:

1. The undersigned, having familiarized (himself) (themselves) with the existing conditions of the project area affecting the cost of the work and with the Contract Documents, which include Notice to Contractors, Instructions to Bidders, the form of bid, the form of bid bond, form of Contract (or agreement), Addenda (if any), General Conditions, Special Conditions, Technical Specifications and Plans, which are on file at the Office of the Department of Public Works, City Hall, 955 rue St. Francois, Florissant, MO 63031, hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, equipment, testing, training and transportation services required to complete the work in accordance with the above-listed documents, for the lump sum amounts shown for each line item offered on the itemized proposal.

2. In submitting this bid, the Bidder understands that the right is reserved by the City of Florissant to reject any and all bids. If written notice of acceptance of this bid is received within forty-five (45) days after the opening of the bids or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form within ten days after agreement is presented to him for signature.

3. BID BOND in the sum of _____
dollars (\$ _____) in the form of _____
is submitted herewith in accordance with INSTRUCTIONS TO BIDDERS.

4. We have previously been pre-qualified by the submittal of such financial and experience statements as required by the City.

Name of Company (Type or Print)

Official Address:

Telephone Number _____

Fax Number _____

E-Mail Address _____

BID SUBMITTED:

ATTEST:

BY _____
Name (Signature)

BY _____

Title: _____

DATE _____

Name: _____
(Type or Print)

If the contract is awarded, the required bonds will be furnished by:

PERFORMANCE BOND: _____

PAYMENT BOND: _____

CITY OF FLORISSANT, MISSOURI
Purchasing Department

Bid No.: PW18-3379

Prices to include shipment to Florissant,
 Missouri

<i>Item No.</i>	<i>Quantity</i>	<i>Description of Articles or Services</i>	<i>Unit Price</i>	<i>Total</i>
#1.		Demolition & Construction of Pavilion #5 at St. Ferdinand Park per Technical Specifications includes electrical	L.S.	\$ _____
#2.		Remove existing concrete pad and replace pad, backfill with Topsoil and lay sod near foundation	L.S.	\$ _____
#3.		Electrical work by a Licensed Electrical contractor	L.S.	\$ _____
#4.		Federal Apprenticeship Policy: Per the "Instruction to Bidders" section entitled "Federal Apprenticeship Policy," please certify below the percentage of your workers that have satisfactorily completed an approved apprenticeship program for the type of work they will be performing. _____ %		

Any questions, contact Cheryl Thompson, Acting Director of Parks & Recreation at 314-839-7674. A building permit will be required from the City of Florissant at NO CHARGE. All required inspection must be finalized.

PARTICIPATION IN WORK AUTHORIZATION PROGRAM: Each bid must be accompanied by the affidavit attached to these bid documents verifying participation in the "E-Verify" program administered by the Federal Government Department of Homeland Security. Documentation (pages 11-13 of the Memorandum of Understanding) must also accompany this bid.

BID SECURITY: Each bid must be accompanied by a deposit of not less than 5% of the amount of the bid. The deposit shall consist of a certified check, cashier's check or a bid bond, payable to the City of Florissant or your bid will be rejected.

PERFORMANCE BOND: A performance bond in an amount equivalent to 100% of the contract price must be furnished and executed by the successful bidder.

PAYMENT: Review "Special Conditions" section of bid documents for payment requirements. Certified payrolls must accompany monthly billing for approval.

PRE-BID MEETING: A pre-bid Wednesday, October 10, 2018 10:00 a.m., St. Ferdinand Park, Pavilion #5.

BID OPENING: October 24, 2018 @ 2:00 p.m. All bids must be sealed and clearly marked: **PW18-3379 Replacement of Pavilion #5 @ St. Ferdinand Park.** Please mail or deliver bid to Purchasing Department, 955 rue St. Francois, Florissant, MO 63031.

The undersigned hereby offers to furnish and deliver the articles or services as specified at the terms stated and in strict accordance with the specifications, instruction, and general conditions of bidding which have been read and understood and all of which are made a part of this order.

Your signature below indicates that you, the Bidder, have exhausted every effort to file a bid/quotation using American made products to fulfill the requirements of the bid and have done so whenever the quality and price are comparable with other Non-American made goods.

Cash Discount _____

Authorized Signature (by hand) and then print

Delivery will be made on:

Name of Business – (Stamp may be used)

Phone: _____

Address of Bidder

Fax: _____

E-Mail _____

Work Authorization Affidavit for Business Entities
Pursuant to 285.530 R.S. Mo.
(For All Contracts in Excess of \$5,000.00)

I, _____, being duly sworn, attest and state, under penalty of perjury, as follows:
(Contractor Agent)

1. I am employed by _____ and serve as the _____.
(Contractor) (Position with Contractor)

2. I hereby affirm _____ enrollment and participation in a federal work
(Contractor's)
authorization program with respect to all employees working in connection with any services
provided to the City of _____. Documentation of participation in a federal
work authorization program is attached to this affidavit.

3. _____ does not knowingly employ, hire for employment, or continue to
(Contractor)
employ an unauthorized alien in connection with the services being provided to the City of _____.

4. Furthermore, all subcontractors working on this contract for services to the City of _____
_____ shall affirmatively state in writing in their contracts with _____
(Contractor)

that they are not in violation of Section 285.530.1, R.S.Mo., and shall not thereafter be in
violation. Alternatively, the subcontractor shall submit a sworn affidavit under penalty of perjury
attesting that all employees are lawfully present in the United States.

Further Affiant Sayeth Not.

(Contractor Agent)

STATE OF MISSOURI

_____)ss.
COUNTY)

Subscribed and sworn to me, a notary public, this _____ day of _____ 200__.

Notary Public

My commission expires:

GENERAL CONDITIONS

1. DEFINITIONS

The words "Director", "Engineer", and/or "City" as used herein and in the specifications refer to the Director of Public Works of the City of Florissant and to his properly authorized representatives.

DEFINITIONS: (Reference is City of Florissant, Missouri)

Mayor: Mayor of Florissant
Administrative Director: Director of Public Works
Director: Director of Public Works
City Engineer: City Engineer
Accounting Officer: Director of Finance
Council: City Council
Counselor: City Attorney
Department: Department of Public Works
City: City of Florissant

2. STATUS OF THE DIRECTOR OF PUBLIC WORKS

The work shall be subject at all times to the supervision and direction of the Director of Public Works and of his authorized representative. To prevent disputes and litigation, it is mutually agreed that the Director shall, in all cases, determine the amount or quantity of the various kinds of work, and the quality of materials and workmanship to be paid for under this Contract, and he shall decide all questions which may arise relative to the performance of the work covered by the Contract. Any doubt as to the meaning of the specifications and the drawings and any obscurity or discrepancy as to their working and intent will be explained by the Director, and this explanation shall be final and binding on both parties to this Contract. The Director may amend or correct any errors or omissions in the plans and specifications, when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements.

3. SCOPE OF CONTRACTOR'S WORK

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, permits, inspections, licenses, materials, labor, tools, equipment, light, power, water, transportation, testing, utility connection fees and other facilities necessary for the execution and completion of the work. If the Contractor, in the course of the work, finds any discrepancy between the specifications and the physical conditions of the locality, or any error or omission in the specifications, he shall immediately inform the Director, in writing, and the Director shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Except as otherwise specifically stated in the contract documents and technical specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, and temporary construction of every nature that is necessary for the performance of the contract. The Contractor shall deliver all improvements embraced in this contract, complete in every respect, within the specified time.

The Contractor shall at all times carry on the work in such a manner as to minimize the interference with traffic, utility and municipal services, and adjoining property owners', egress, ingress and use of their property.

The work shall be carried out in such a manner that all physical structures and natural features are restored to at least as good condition as they were in before the work was done. It is understood that where specifications apply, their provisions shall determine the character and manner of restoration of existing structures and features.

The Contractor shall repair any damage, outside of the scope of the work, done to private or public property to the satisfaction of the Owner of said property and the Contractor thereof shall absorb the cost.

The Contractor shall maintain adequate barricades adjacent to all excavations so as to protect all persons and property from injury or damage.

The alignment and grade of all utilities and services must remain as they now exist. It is in recognition of this requirement that these items must be accurately located well in advance of excavation and construction. If the Contractor causes damage to be done to utilities due to his own neglect or failure to properly locate these structures in advance of excavation or for any other reason of his own neglect or carelessness, the charges made by the owners of the utilities for necessary repairs and replacement shall be borne by the Contractor.

4. CONSTRUCTION SURVEY, LAYOUT, STAKING, AND INSPECTIONS

All work performed shall conform to the lines, grades, cross sections and dimensions shown on the plans or indicated in the specifications. Layout, staking, etc., required in the Contract shall be performed by the Contractor, and shall be made in such a manner to properly fulfill the intent of the Contract. Where the plans or specifications do not show lines, grades, etc., and do not specifically require the Contractor to perform this work, the Contractor shall be responsible for providing lines, grades, etc. as he deems necessary to properly perform the intent of the Contract.

No work shall be done and no materials shall be used without supervision and inspection by the Director or his representative. Any work done or materials used without such supervision and inspection by the Director or his representative may, at the option of the Director, be ordered removed at the Contractor's expense.

The Contractor shall protect and carefully prepare all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, and the Contractor shall be responsible for the resetting of any said monuments for which he has been responsible for disturbing or removing.

5. RESPONSIBILITY FOR THE WORK

Prior to the completion of the work by the Contractor and the acceptance thereof by the City, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages caused by force or violence of the elements or any other cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work.

6. CHANGES IN THE WORK

The City, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract without alteration of the time established for the completion of the Contract work. In giving instructions, the Director shall have authority to make

minor changes in the work, not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Director, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of such extra work or change shall be determined in one or more of the following ways.

1. By unit prices named in the Contract or previously agreed upon by the parties to the Contract.
2. By force account as described in Section 109.4, Missouri Standard Specifications for Highway Construction.

During the progress of work, if the Contractor should encounter conditions materially different from those shown on the plans or indicated in the Project Specifications, or unknown conditions of a nature differing materially from those ordinarily encountered and generally recognized as being inherent in work of the character being performed, he shall, before proceeding further with work affecting or affected by such conditions, immediately notify the City in writing which will promptly make an investigation. If conditions do materially differ and the Contractor could not reasonably have been expected to ascertain in advance the true nature of the existing conditions, a change order will be issued to provide for any increase or decrease in cost and difference in contract time resulting from any such condition.

7. CLEANING UP, RESTORATIONS AND REPLACEMENTS

The Contractor shall remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operations unless otherwise noted. Before any removal of materials is performed, the Contractor shall receive City approval for the disposal area of all waste materials. He shall also restore and replace the surfaces of such properties to the conditions existing prior to his operations. The burning of material on-site shall be prohibited.

8. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the City. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passage ways, guard fence, lights and other facilities for protection required by public authority or local conditions.

9. THE CITY'S RIGHT TO DO THE WORK

If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the City, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. CLAIMS FOR DAMAGES

Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time from the first observance of such damage, and not later than the time of final

payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement.

11. TERMINATION OF THE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment to the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to the subcontractors or suppliers for material or labor, or persistently disregard laws, ordinances or the instructions of the Director, or otherwise be guilty of a substantial violation of any provisions of the Contract, then the City, upon the certificate of the Director that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred through the Contractor's default shall be certified by the Director.

12. MONTHLY PAYMENTS TO THE CONTRACTOR

So long as the work herein contracted for is prosecuted in accordance with the provisions of this Contract, the Contractor shall, on or about the first day of each month, make an approximate estimate of the proportionate value of the work done at the site of the work, up to and including the last day of the previous month. The amount of said estimate, after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor within 30 calendar days following receipt of a proper invoice by the Director of Finance from the Contractor, and with written approval of the Department Head. See also Special Conditions.

13. CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the Director as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace, re-execute, and re-test, if applicable, all condemned work in accordance with the Contract and without expense to the City.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the new proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

14. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all items and claims arising out of this Contract.

15. FINAL PAYMENT

Upon the completion and acceptance of the work, the Director shall execute a certificate over his signature that the whole work provided for in this agreement has been completed and accepted by him under the terms and conditions thereof, whereupon the entire balance found to be due to the Contractor, including any retained percentage, shall be paid to the Contractor within thirty (30) days after the date of said final certificate.

16. CONTRACTOR AND SUBCONTRACTOR INSURANCE

The Contractor shall not commence work under this Contract until he has obtained the insurance required under this paragraph, and such insurance has been approved by the City, nor shall the Contractor permit any subcontractor to commence work on his subcontract until the insurance required of the sub-contractor has been so obtained and approved. An original Certificate of Insurance from the company of record shall be furnished to the City, which shall include the phrase '**Additionally Insured - City of Florissant**' and date of issue.

A. Insurance - Without limiting its liability under this contract, the Contractor shall obtain and maintain at his expense during the life of this contract, insurance of the types and in the minimum amounts stated as follows:

(1) Workmen's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation insurance for all of the Contractor's employees to be engaged on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employee engaged in hazardous work under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate Employer's Liability Insurance for the protection of such of his employees not otherwise protected.

In full compliance with the Workmen's Compensation Act of the State of Missouri and Employer's Liability, coverage shall be carried in the minimum amount of \$1,000,000.

(2) Comprehensive General Liability Insurance: Public liability and property damage insurance shall include bodily injury and accidental death to any person and subject at the minimum limits set below:

Public Liability	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$3,000,000 each aggregate

(3) Comprehensive Automobile Liability Insurance: The liability limits shall not be less than the limits set below:

Bodily Injury, Including Death	\$1,000,000 each person \$1,000,000 each occurrence
--------------------------------	--

Property Damage \$1,000,000 each accident
\$3,000,000 each aggregate

(4) Owner's Protective Insurance: The Owner's Protective policy shall include the phrase and name "**Additionally Insured - City of Florissant**" and date of issue. The Liability limits shall not be less than the limits set below:

Bodily Injury, Including Death \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage \$1,000,000 each occurrence
\$3,000,000 each aggregate

(5) Hold Harmless Agreement: The Contractor shall execute a Hold Harmless Agreement after "Award" of this project as follows:

_____ covenants that they will indemnify the City of Florissant from any loss, damage, cost, charges or expenses, whether to persons or property, to which the City may have been put by reason of any action, neglect, omission or default on the part of _____. In case any suit shall be brought against the City on account of any action, neglect, omission or default of _____, then _____ hereby covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred by or obtained against the City.

_____ hereby agrees to release the City of any and all liability of any kind or nature in any right, cause of action or claim of any kind or nature whatsoever which may hereafter accrue to _____ or its employees or its agents, by virtue of the contract between the parties.

_____ agrees to furnish a certificate of insurance to the City in the sum of \$1,000,000.00, which certificate names the City of Florissant as an additional insured under its terms so as to indemnify the City of Florissant from any liability that _____ has agreed to hold the City harmless from as set out herein.

B. Satisfactory Coverage - Said insurance shall be written by a company or companies licensed to business in the State of Missouri and satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be canceled until ten (10) days after the City has received written notice as evidenced by the receipt of a registered letter.

C. Proof of Carriage of Insurance - "Certificate of Insurance" shall be originals, not copies, shall contain true transcripts from the policy, authenticated by the proper officer of the insured, evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned hereinbefore. An original "Certificate of Insurance" shall be furnished to the City, prior to "Notice-to-Proceed", clearly having the phrase "Additionally Insured - City of Florissant" and date of issue.

17. PREVAILING HOURLY WAGE RATES

(a) The proposal for this Contract shall be based upon the required payment by the Contractor of the prevailing hourly rate of wages for each craft or type of workman required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri.

The principal Contractor and all subcontractors shall pay not less than the prevailing hourly rate of wages for each craft or type of workman required to execute this Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.310 inclusive the Revised Statutes of Missouri, 1959, as amended 1969. A schedule, Annual Wage Order No. 25 (March 9, 2018), and all subsequent revisions, of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and subsequent revisions is attached hereto and made a part of this Contract.

(b) The principal Contractor and all subcontractors shall comply in all respects with House substitute for House Bill No. 294, as enacted by the 69th General Assembly and which became effective August 29, 1957, and embodied into the Revised Statutes of Missouri, as Sections 290.210 to 290.310, inclusive, Revised Statutes of Missouri, 1959.

(c) The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed by him, together with the actual wages paid to each workman, which shall be open to inspection at all reasonable hours by the representative of the Department of Labor and Industrial Relations of Missouri and the City.

(d) The aforesaid prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations of Missouri, or by court decision as provided by law during the life of this Contract, and such change shall not be the basis of any claim by the Contractor against the City nor will deduction or claim be made by the City against sums due the Contractor by reason of any such change.

(e) The Contractor shall forfeit as a penalty to the state, county, city and town, district or other political sub-division on whose behalf the contract is made or awarded, one-hundred (\$100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any sub-contractor under him.

18. LIQUIDATED DAMAGES

It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses between this contract's full completion date and the date on which all work covered by this contract is actually completed (not substantial completion, rather full completion), including all testing, clean up, punch list items and final close-out documents, the Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of **\$100.00 per calendar day**. The total amount so payable by the Contractor as liquidated damages either may be deducted from any moneys due or payable to the Contractor by the City or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety or either of them, at least in part, the City for (1) the administration of the work covered by such contract and any other contract or contracts beyond the contract completion date, including the additional expense to the City for supervision, inspection and superintendence; (2) expenditures resulting from the inability of the City (and general public) to use the improvement being constructed from and after each Contract and

expenditures incurred by the City directly as a result of the failure to complete the work covered by such Contract on or before the Contract Completion Date.

19. UTILITIES

The Contractor shall be held responsible for the notification, obtaining permits, location, protection, paying any fees, and for repair and any relocation/adjustment of any and all utilities encountered during construction.

20. PERMITS AND INSPECTIONS

The Contractor shall be responsible for obtaining all necessary permits. The Contractor shall be responsible for scheduling all inspections with the required utilities, governing agency or agencies for any part, specific or non-specific, of the contract.

The City of Florissant will provide inspection for this project. The Contractor is responsible for notifying the Public Works Department that an inspection is needed for a specific time and given operation.

The Contractor is responsible for calling for an inspection in a minimum of twenty-four (24) hours prior to the following specific operations: (1) sub-grade inspection and depth determination, (2) aggregate base placement and compaction, (3) concrete placement and finishing, and (4) opening new pavement slab to traffic.

Any material or workmanship not meeting specifications will be rejected. At the direction of the Public Works Department, the Contractor will be required to remove all rejected material and replace it with acceptable material at no cost to the City.

The Contractor shall provide adequate construction barricades in good working order to protect the public. The Contractor shall be responsible for maintaining such barricades and shall insure that the proper number of barricades remains around each newly constructed slab area on a daily basis, until such slab areas have been totally completed and opened to traffic. The barricade configuration type and number shall conform to the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES with the approval of the Director of Public Works.

At least one (1) lane of traffic shall be maintained at all times.

21. CONTRACTOR CONDUCT REQUIREMENTS

- No intoxicating beverages or narcotics shall be brought on the premises.
- No foul or abusive language is permitted on the premises.
- No firearms or other weapons shall be carried onto the premises.
- No narcotics above one day's prescriptions shall be carried on the premises.
- Contractor's or employee's vehicles shall be locked whenever unattended.
- All tools and equipment shall be tightly secured during non-working hours in the Contractor's storage trailer or assigned area.
- The City will not be responsible for the Contractor's tools, equipment or materials while on the premises. The Contractor shall report any missing tools immediately.
- Job and storage trailers will be located on the site at a location determined by the City during the pre-construction conference.
- Storage of materials and equipment shall be in accordance with ADA guidelines for persons with disabilities and in a safe, secure location.

- Corridors where work is in progress shall be left suitable for public use after working hours.
- The site shall be protected in keeping with ADA guidelines for persons with disabilities.
- No smoking will be allowed except in designated areas or outside.

22. CONSTRUCTION ACCESS TO PROJECT SITES

The Contractor shall furnish all labor, materials, equipment, and supervision necessary to provide access to project work sites and to return the areas to their original condition after work is completed. The Contractor shall be responsible for obtaining the necessary construction licenses for access to the site. The Contractor shall keep the work area free from dust and shall take such action as is necessary to prevent excessive dust due to the construction of these improvements.

Materials used to accomplish work under this section shall be of equal quality as those used to accomplish similar work under other sections of the specifications.

23. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct this work in a manner that will insure, as far as practicable, the least obstruction to traffic and shall provide for the convenience and safety of the general public and residents along and adjacent to this project in an adequate and satisfactory manner.

Proper and sufficient notification shall be afforded residents and/or commercial business owners to address pending driveway closures as a result of street removal operations.

SPECIAL CONDITIONS

1. INTERPRETATION OF CONTRACT DOCUMENTS

All work contemplated and described in these specifications shall be done in accordance with the contract specifications and all directives which will be given from time to time during the progress of the work. If any discrepancy appears between any of the contract specifications such discrepancy shall be interpreted and adjusted in writing by the Director whose decision shall be final. Any doubts as to the meaning of these specifications of any obscurity in wording shall be explained and interpreted by the Director who shall have the right to correct any error or omission in them when such correction is, in his opinion, necessary for the proper fulfillment of their intention. The City shall not be liable for any increase in price as a result of such interpretation. When reference is made to a particular specification, it shall be interpreted to be the latest current revision thereof.

To prevent all disputes and litigation, the Director shall in all cases decide all questions, which may arise relative to interpretations of the plans and specifications, to the acceptability of work done by the Contractor, and to the estimates. His decisions shall be final and conclusive.

2. PAYMENT

All invoices shall be submitted to the Department of Finance. Each invoice shall be submitted as an original, on company letterhead, with the job title and bid number as it appears on the cover of the specifications, with the purchase order number from the City and clearly marked as an Invoice consecutively numbered starting with #1. Said invoices shall be due and payable within thirty (30) days following written approval by the Director. At the option of the City, all cash discounts will be taken within specified days following Director's approval.

All invoices shall be submitted on Company letterhead, signed by an owner/principal of the Company, dated and have the following format:

Invoice
(date of this invoice)
(Company Letterhead)

Project: Name and/or Location: _____.

Bid Number: PW ____-_____.

Purchase Order Number from the City: _____.

Dates Work Performed: _____ to _____.

- | | |
|---|--------------------|
| 1. Labor...(quantity) x's (hourly rate) ... | (extension) |
| 2. Equipment & Tools... (quantity) x's (rate)... | (extension) |
| 3. Materials & Supplies...(copies of paid receipts) x's (%Discount or % Markup) ... | (extension) |
| 4. Sub-Contractor Work...(copies of paid invoices) x's (%Discount or % Markup) ... | (extension) |
| Also furnish full lien waiver with this invoice. | |
| 5. Overhead % _____... | (extension) |
| Profit % _____... | (extension) |
| Total Completed to Date... | (total extensions) |
| Less Previously Billed and Approved for Payment... | <less payments> |
| Amount Due This Invoice... | (extension) |

3. WORKMANSHIP

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

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

4. GUARANTEE

The Contractor will be required to guarantee his work as to workmanship and quality of materials (including parts and labor) used in connection therewith for a term of **one (1) year**, commencing on the date of start-up and acceptance of the work, unless otherwise stated herein, and binds himself, his successors, or assigns, to make all replacements which may become necessary within that time due to non-conformity with the specifications. Whenever notified by the Director that said replacements are required, the Contractor shall at once make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this section is intended as a maintenance guarantee.

The City shall retain the Performance Bond for this guarantee period. Failure of the Contractor to comply with the guarantee will constitute sufficient reason to use the Performance Bond to correct such work.

5. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the Office of the Contractor stated on the signature page of the agreement (or at such other offices as the Contractor may from time to time designate in writing to the City), or is deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, are to be delivered to Department of Public Works, City Hall, 955 Rue St. Francois, Florissant, Missouri 63031, and any notice to or demand upon the City shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said City at such address, or to such other representatives of the City, or to such other address as the City may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery, or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipts, as the case may be.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 100

ST. LOUIS COUNTY

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

Original Signed by _____

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.70	55	60	\$23.17
Boilermaker	6/18		\$36.41	126	7	\$30.81
Bricklayer and Stone Mason	6/18		\$33.25	72	5	\$23.57
Carpenter	6/18		\$38.85	77	41	\$17.31
Cement Mason	6/18		\$32.66	80	6	\$19.00
Communication Technician			\$33.21	44	47	\$20.24
Electrician (Inside Wireman)			\$36.92	82	71	\$10.84 + 39%
Electrician (Outside-Line Construction/Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor	6/18	a	\$48.54	26	54	\$34.395
Glazier			\$34.55	87	31	\$26.20
Ironworker			\$33.96	11	8	\$25.745
Laborer (Building):						
General			\$32.32	97	26	\$15.32
First Semi-Skilled			\$31.91	114	27	\$15.32
Second Semi-Skilled			\$32.32	109	3	\$15.32
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$33.43	92	26	\$17.00
Marble Mason			\$32.12	76	51	\$15.25
Marble Finisher			\$26.67	76	51	\$14.48
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/18		\$32.96	3	66	\$27.43
Group II	6/18		\$32.96	3	66	\$27.43
Group III	6/18		\$31.06	3	66	\$27.43
Group III-A	6/18		\$32.96	3	66	\$27.43
Group IV	6/18		\$27.60	3	66	\$27.43
Group V	6/18		\$27.60	3	66	\$27.43
Painter			\$33.40	104	12	\$14.26
Pile Driver			USE CARPENTER RATE			
Pipe Fitter			\$39.25	91	69	\$27.18
Plasterer			\$31.81	67	3	\$18.68
Plumber			\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$32.70	15	73	\$17.97
Sheet Metal Worker			\$41.55	32	25	\$22.72
Sprinkler Fitter - Fire Protection			\$43.31	66	18	\$23.27
Terrazzo Worker			\$32.40	116	5	\$14.26
Terrazzo Finisher			\$30.65	116	5	\$12.73
Tile Setter			\$32.12	76	51	\$15.25
Tile Finisher			\$26.67	76	51	\$14.48
Traffic Control Service Driver			\$27.35	83	17	\$9.045
Truck Driver-Teamster			\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

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

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

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

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 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 will be paid at time and one-half (1½). 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. An early starting time of 6:00 a.m. may be used 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 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$29.15 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.66 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas 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. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day 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. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ST. LOUIS COUNTY
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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, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$38.85	11	7	\$17.31
Cement Mason	6/18	\$32.66	17	11	\$19.00
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$25.62	32	31	\$11.70 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$20.30	32	31	\$8.88 + 3%
Laborer					
General Laborer		\$32.32	16	10	\$15.32
Millwright	6/18	\$38.85	11	7	\$17.31
Operating Engineer					
Group I	6/18	\$32.96	10	9	\$27.43
Group II	6/18	\$32.96	10	9	\$27.43
Group III	6/18	\$31.66	10	9	\$27.43
Group IV	6/18	\$28.20	10	9	\$27.43
Oiler-Driver	6/18	\$28.66	10	9	\$27.43
Pile Driver	6/18	\$38.85	11	7	\$17.31
Traffic Control Service Driver		\$27.35	26	25	\$9.045
Truck Driver-Teamster		\$30.41	25	21	\$10.82

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

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

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

ST. LOUIS COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

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

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

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.80 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

ST. LOUIS COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

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

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

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.

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

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

ST. LOUIS COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

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

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

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

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

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

NO. 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.

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

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

STATE OF MISSOURI LABOR PROVISIONS

- a) The Contractor shall comply in all respects with the provisions of Section 290.210 through 290.340 R.S. Mo. 1959, as amended in 1969, and shall pay to all workmen performing under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Regulations.
- b) The Contractor and each subcontractor shall keep full and accurate records clearly indicating the names, addresses, occupations and crafts of every workman employed by them, the number of hours worked by each workman, and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the Department or local, state and federal governments, at any reasonable time and as often as may be necessary, and such records shall not be destroyed or removed from the State of Missouri for a period of one year following completion of the contract.
- c) The Contractor is advised that the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Regulations during the life of this contract, and such change shall not be the basis of any claim by the contractor against the municipality.
- d) A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed under this contract shall be kept posted in a prominent and easily accessible place at the contract site by each contractor and subcontractor and such notice shall remain posted during the full time that any such workmen shall be employed under this contract.
- e) The Contractor, in accordance with Section 290.250 R.S. MO 1959, as amended 1969, shall forfeit as a penalty to the municipality \$100.00 for each workman employed for each calendar day or portion thereof if such workman is paid less than the stipulated rate for any work under this contract by him or by any subcontractor under him and the municipality, in accordance with the provisions of Section 290.345 R.S. MO. 1959.
- f) The Contractor is further advised that in accordance with municipality's request to ascertain the prevailing hourly rate of wages for workmen required to perform the work required by this contract and pursuant to Sections 290.210 to 290.340 R.S. Mo. 1959, as amended 1969, the Department of Labor and Industrial Relations Commission of Missouri, being duly informed and having considered the matter finds, determines, declares and certifies to the municipality as follows:
 - 1. That the general prevailing hourly rate of wages for heavy construction work in said county for each of the crafts or types of workmen listed on the attached rate of schedules, are the prevailing straight time hourly wage rates for said county for project or construction contract named and described in the caption thereof.
 - 2. That the straight time hourly rates do not include any possible payments made by the contractor for pension funds or health and welfare funds or for other purposes.
 - 3. That "Prevailing Hours of Labor" for all classifications of laborers, workmen, and mechanics to be employed on said contemplated construction work are eight (8) hours per day and forty (40) hours per week.
 - 4. That general prevailing hourly rates for legal holidays and overtime work are shown on the attached wage rate schedules for the crafts listed thereon, as certified in Annual Wage Order No. 25, (March 9, 2018) and all subsequent revisions.

Division 1 - General Requirements

Section 01300 - Submittals

Upon written receipt of Notice-of-Award, the successful bidder will be required to submit in ten (10) days the following:

1. Performance Bond
2. Labor & Materials Payment Bond
3. Certificate of Insurance (City of Florissant as Additional Insured)
4. Construction Schedule
5. List of Subcontractors, Suppliers, Vendors, Testing Laboratory, etc.
(City will supply Project Tax Exempt form, if requested)
6. Execution of Contract Agreement
7. Obtain all applicable permits from the City of Florissant, **No fee will be charged for the City permits.**
8. Proof of OSHA Training Requirement for workers on project
9. Provide documentation that General and Subcontractor workers employed on this project have satisfactorily completed federally approved apprenticeship programs. If not 100%, state what percentage has completed an approved program.

Again, as called for in the 'Instructions to Bidders', the successful bidder shall prepare, in conjunction with the City, and submit for approval a schedule showing the details and coordination of work. This schedule may take the form of a Bar Chart or CPM diagram as deemed necessary by the City of Florissant, and must be prepared, submitted and approved before 'Notice-to-Proceed' will be issued.

Division 1 - General Requirements

Section 01400 - Quality Control

All material to be permanently incorporated in the work under this contract shall conform to these specifications and be available in ample quantities; and unless otherwise specified, shall be new, first quality, and unused when put into the work.

Trade or manufacturer's names, where used, are for the purpose of fixing the standards of material and workmanship. Any article or material approved by the Director may be used in place of that specified. If there is some question as to the "or equal" status of an item, the bidder may submit the item's specifications five (5) days prior to bidding for approval and/or qualify his or her bid with a deduct, if approved.

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with the contract requirements.

All materials incorporated in the project are subject to testing. Testing may be performed by one or more independent testing laboratories, as approved by the Director. All testing cost incurred will be borne by the Contractor with costs incorporated in the unit price for that item. Testing procedures, type, and number shall be as determined by the Director in special cases.

Final payment will not be made until the Director has inspected and approved all work as to workmanship, clean up and adherence to this specification.

Division 1 - General Requirements

Section 01500 - Temporary Facilities and Controls

1. SECURITY. Contractor shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. The costs of additional personnel, fencing, or other protective measures used shall be included in the unit prices bid.

No claim shall be made against the City by reason of any act of an employee or trespasser, and Contractor shall make good all damage to the City's property resulting from his failure to provide security measures as specified.

Security measures shall be at least equal to those usually provided by the City to protect its existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the site.

2. PARKING. Contractor shall park in designated parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, City's operations, or construction activities.

3. MEASUREMENT AND PAYMENT. The work provided herein will not be measured for payment, but will be considered a lump sum unit. The lump sum price shall be full compensation for all labor, equipment, materials, and incidentals necessary to provide the control required for execution of the project.

Division 1 - General Requirements

Section 01700 - Project Closeout

The Contractor shall closeout the project as follows:

1. Obtain final inspections and approvals from the City's Project Manager and applicable utilities
2. Obtain all final inspections and approvals from Fire District and the City of Florissant, as required.
3. Obtain final inspection and acceptance by the City as outlined in the General Conditions.
4. Resolve any and all claims from suppliers, vendors, sub-contractors, etc. and any adjacent property owners.
5. Submit certified copies of all lien waivers from contractor, suppliers, vendors, sub-contractors, testing labs, etc.
6. Submit certified copies of all payrolls per Prevailing Wage Rules 8CSR 30-3.010.
7. Submit certification of compliance with all State and Federal prevailing wage rates.

NOTE: Requests for final payment (final invoice) will not be processed, considered for processing nor in any way approved by the Director until all of the above close-out items have been completed.

TECHNICAL SPECIFICATIONS
FOR ST. FERDINAND PARK, PAVILION #5 REPLACEMENT
ULTRASHELTER MODEL -OCTAGON (OR EQUAL)

Scope: This section of the technical specifications, together with the general and special conditions, shall include everything necessary for and incidental to the replacement of Pavilion #5 at St. Ferdinand Park, 25 St. Ferdinand Park Drive, Florissant, MO 63031.

General: The City of Florissant is soliciting proposals from qualified bidders for replacement of a pavilion at St. Ferdinand Park. Work on this pavilion can start the day after Labor Day, September 3, 2018.

1. Any explanation desired by a bidder regarding the meaning or interpretation of these specifications must be requested in writing and with sufficient (minimum of 7 days prior to bid date) time allow for a reply to reach bidders before the submission of their proposals. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an inquiry will be furnished to all bidders as an amendment to these specifications if such information is necessary for bidders in submitting their proposal, or if the lack of such information would be prejudicial to uninformed bidders.
2. It is the responsibility of the bidder to deliver his proposal on or before the date and time of the proposal closing.

Scope of Work:

1. Roof dimensions: 42' maxrib roof
2. Frame dimensions: 46' octagon
3. Install Ultra Shelter per attached specifications and drawings.
4. Furnish and install four (8) vandal resistant fluorescent light fixtures. Fixtures to be 4 ft. in length with 2 (two) light tubes per fixture.*
5. Furnish and install two (4) weatherproof GFI receptacles at opposite ends of pavilion.*
* Item #12 (Light Fixtures) and Item #13 (Receptacles) must be wired using two (2) separate circuits. Total of 2 breakers (4 lights and 2 receptacles per breaker.)
5. Furnish and install 100 amp sub panel on pole with lock.
Furnish directional bore or open trench from park restroom electrical service to new pavilion (approx. 480' – 500'). Pull back 1" HDPE pipe and install wire to feed pavilion lights and GFI receptacles.
6. The Contractor shall demolish, remove and properly dispose of the existing pavilion, including existing footings if required.
7. Contractor will remove existing concrete pad and replace with new concrete – pour 2' to outside.
8. All concrete work shall be (6) sack mix with Meramec sand and gravel, air-entrainment meeting a minimum compressive strength of 4,000 psi in 28 days. Two sets of cylinders shall be taken, one set on the footing and one set on the flat work.
A) Minimum dimensions of concrete pad under new pavilion: 22'x42'

- B) Contractor will remove existing concrete pad under BBQ pit (east end of pavilion pad) and replace with new concrete. Minimum dimensions of concrete pad under BBQ pit: 10'x10'. City will remove existing BBQ pit and reinstall at the completion of project.
9. Final concrete foundation size to be determined by design-build contractor's structural engineer for loads compliant with 2009 IBC. All concrete will be sealed.
 10. Site restoration: Remove all foreign materials from premises (rocks, concrete pieces, etc.) and backfill with top soil. Lay a minimum of 9' of sod around entire perimeter of new concrete foundation.

Alternate Scope of Work:

1. Contractor shall remove existing walkway (northeast corner of pavilion pad) that connects pavilion pad to adjacent parking lot. Replace with new concrete. Minimum dimensions of new concrete walkway: Approximately 24'x8'.

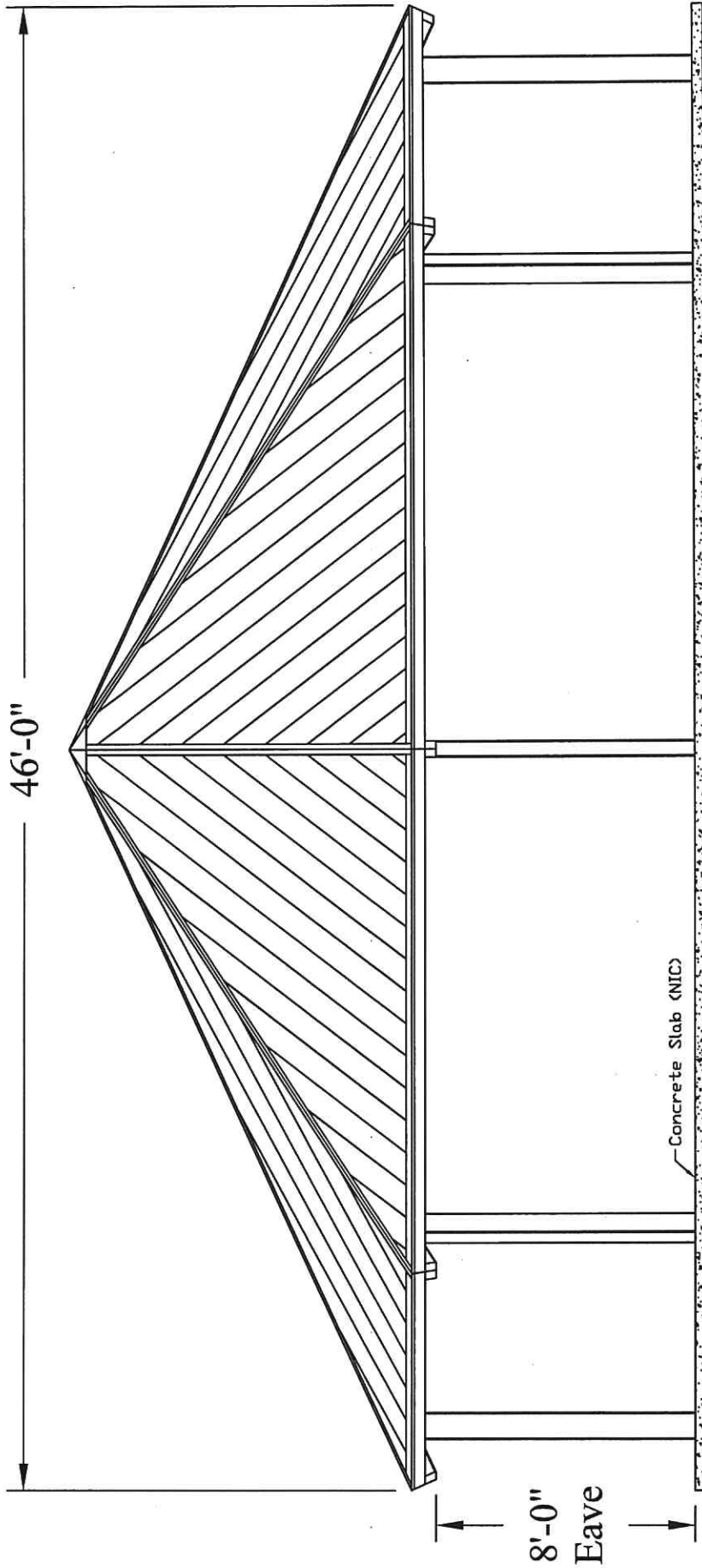
Equipment Specifications:

1. All new equipment, parts, supplies and materials shall be new and unused, in original and unopened packages/containers, bearing the manufacturer's name, address and phone numbers.
2. All equipment, parts, supplies and materials delivered to the job site shall be located where authorized by the City and kept secure, neat & clean, and protected from the weather.

Bidder Qualifications:

Bidder shall show evidence of having adequate experience in the field of construction with at least 5 years of construction experience. Submit a list of no more than 10 projects including the facility name and address and the name and phone number of the owner or operator of each facility. This experience will be reviewed and considered by City staff in making their recommendation for awarding this contract.

Payment: For all work specified herein, including all labor, equipment, tools, materials, supplies, testing, start-up, and training, the contractor shall receive the lump sum price as stated in his proposal.

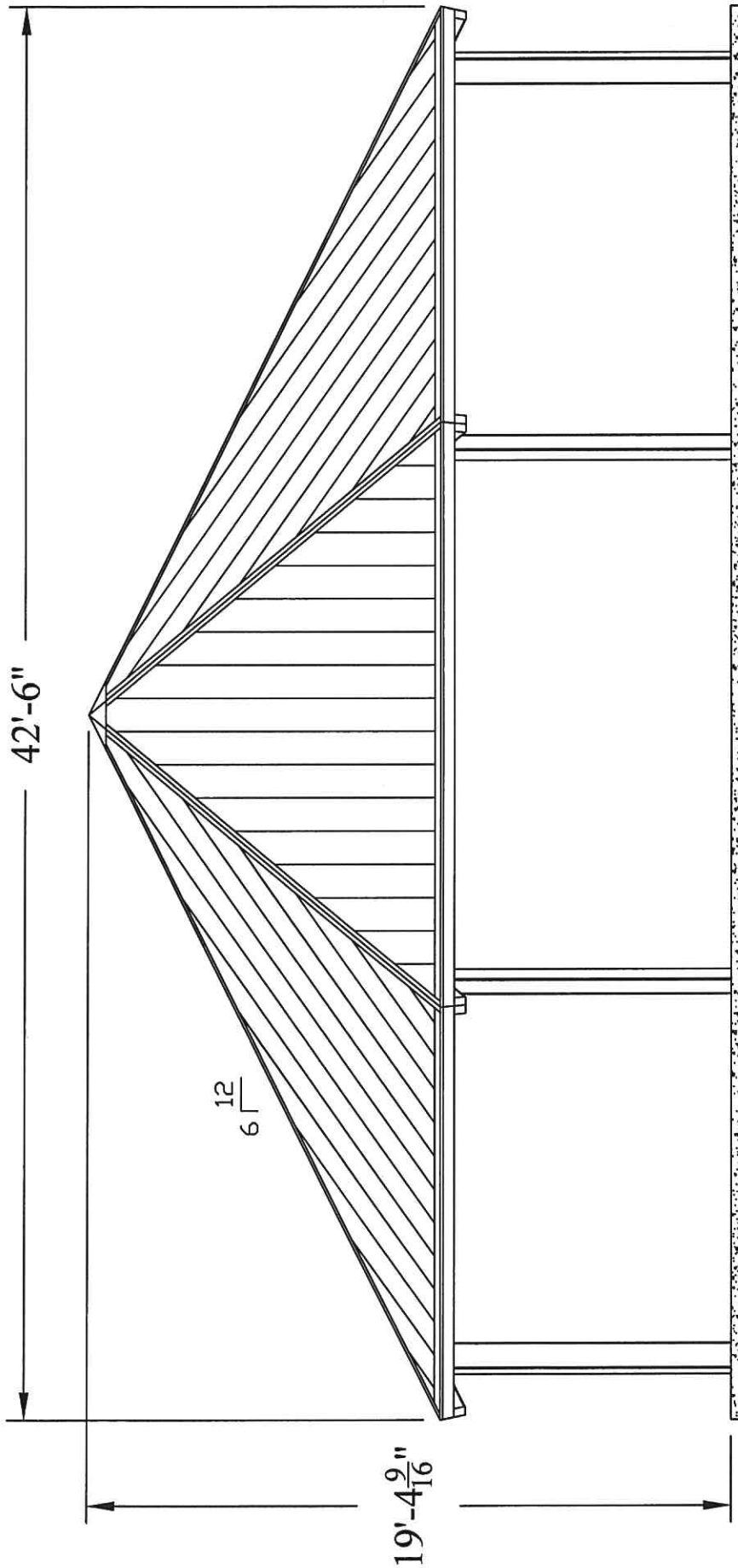


These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

DATE: 6/25/2018
DRAWN BY: ACA
SCALE: NOT TO SCALE
SHEET: 1. of 5.

DESCRIPTION: 46' (AS) Octagonal Structure
PROJECT NAME: St. Ferdinand Shelter Project
QUOTE #: QU00154704



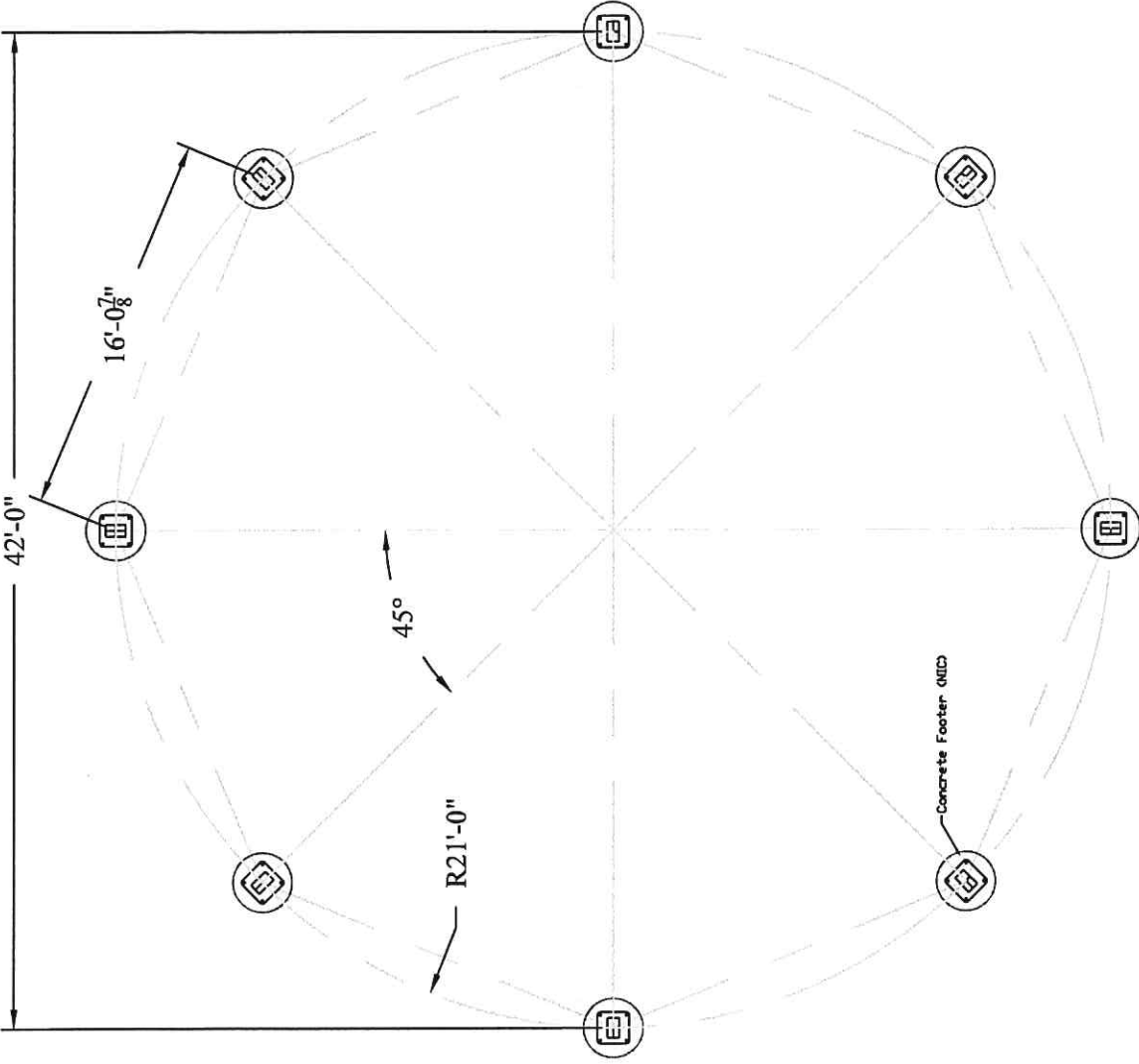


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DATE: 6/25/2018
 DRAWN BY: ACA
 SCALE: NOT TO SCALE
 SHEET: 2. of 5.

DESCRIPTION: 46' (AS) Octagonal Structure
 PROJECT NAME: St Ferdinand Shelter Project
 QUOTE #: QU00154704





These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

DATE: 6/25/2018
 DRAWN BY: ACA
 SCALE: NOT TO SCALE
 SHEET: 3. of 5.

DESCRIPTION: 46' (A5) Octagonal Structure
 PROJECT NAME: St Ferdinand Shelter Project
 QUOTE #: QU00154704

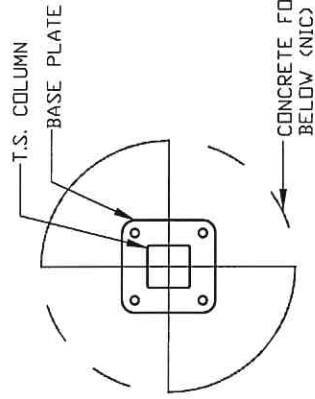


FOUNDATION NOTE:

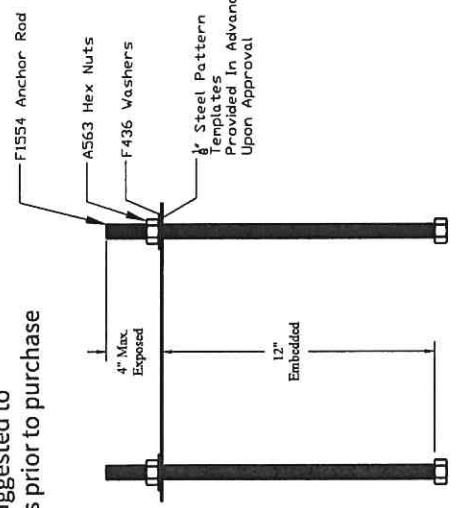
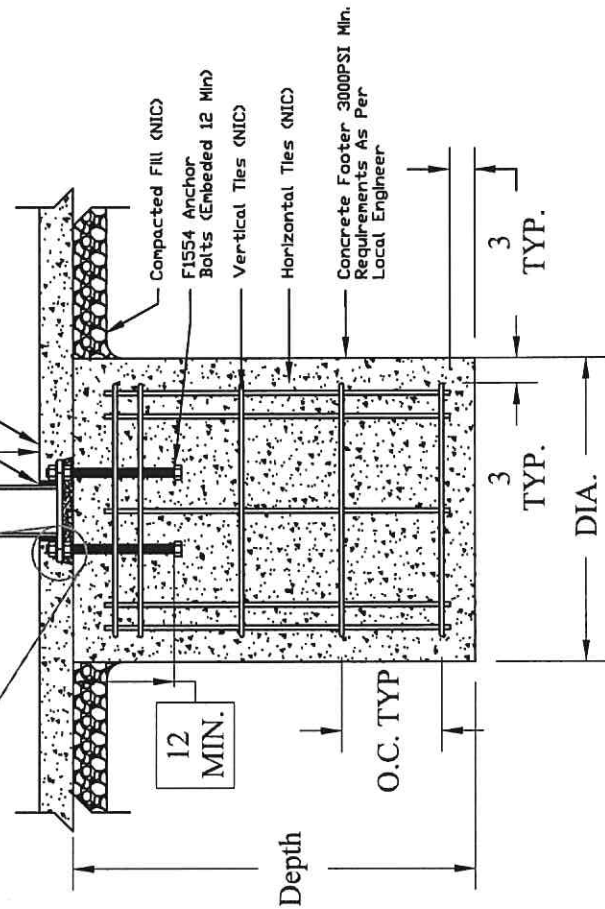
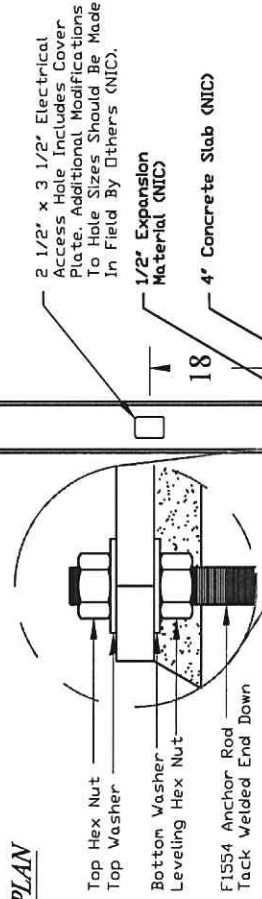
All foundation design information should be considered as preliminary only. A local soils engineer shall be retained to design the foundation according to local conditions and codes. Final design of the footing/foundation is the responsibility of the general contractor/owner. SRP's analysis and design will pertain strictly to a pier foundation to adequately support structures. All other foundation/masonry design requirements by others

MISC. INFORMATION:

- Any unique design requirements should be mentioned up front during quoting or prior to purchasing sealed drawings.
- If available providing a soils report with the purchase of the sealed drawings may help to reduce footer requirements.
- ULTRA utilizes cylindrical footer designs as an industry standard. If specifically requested or special conditions require, ULTRA will provide spread footer designs.
- Epoxy analysis designs will require separate fees upon request.
- As a safe practice it is suggested to acquire sealed drawings prior to purchase of structures.



COLUMN BASE-PLATE PLAN



TEMPLATE ASSEMBLY (NTS)

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.

DATE: 6/25/2018
 DRAWN BY: ACA
 SCALE: NOT TO SCALE
 SHEET: 4 of 5

DESCRIPTION: 46' (AS) Octagonal Structure
 PROJECT NAME: St Ferdinand Shelter Project
 QUOTE #: QU00154704



GENERAL MATERIAL SPECIFICATIONS & NOTES:

1. ALL STRUCTURAL STEEL TUBING SHALL BE ASTM A-500 GRADE B-C.
2. ALL OTHER STEEL (PLATES, GUSSETS, ETC.) SHALL BE ASTM A-36.
3. ALL WELDING IS TO BE DONE IN ACCORDANCE WITH LATEST AWS STANDARDS. ALL WELDS ARE TO DEVELOP FULL STRENGTH OF COMPONENT PARTS. (E17081 ELECTRODES)
4. INCLUDED HARDWARE IS TO BE ASTM A-325 UNLESS OTHERWISE NOTED.
5. PRODUCTION OF LAMINATED MATERIALS WILL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD ANSI A190.1 STRUCTURAL GLUED LAMINATED TIMBER.
6. IF INCLUDED TONGUE & GROOVE WILL BE #1 Grade V-GROOVED SYP CONTAINING 15-20% MOISTURE CONTENT.
7. POWDER COATING PROCESS
 - STAGE 1 - Blast all steel to "Near White" condition to remove all surface rust and oil.
 - STAGE 2 - Remove dust from the blast process in stage 1.
 - STAGE 3- This stage is the Electrostatic Application of Epoxy TGIC Powder Coating Zinc Rich Primer. Unlike any other shelter manufacturer, we are utilizing an actual TGIC Zinc Powder Coating Rich Primer. This stage 3 application is applied at 3 mils and has been salt spray tested for 4,000 + hours using the ASTM Method B117. (Note: The 4,000 hours of salt spray testing is only with the Zinc Rich TGIC Powder Coat Primer and before the Stage 5.
 - STAGE 4- This process heats the steel and primer to ensure optimal adhesion with the next stage.
 - STAGE 5- This stage is the Electrostatic application of TGIC Top Powder Coat at 3 mils. This application, along with the Stage 4 Epoxy TGIC Powder Coating Zinc Rich Primer, produces a total of 6 mils of finished Powder Coating and has tested at 5,000+ hours using the ASTM Method B117. It is important to note that testing was discontinued at 5,000 hours.
 - STAGE 6- Curing Process: The final stage is to allow coated components the time to cure by cooling down.
8. IF INCLUDED METAL ROOFING IS TO BE ACRYLIC COATED GALVALUME® FLUROPOLYMER (Kynar 500® PVDF resin-based). ALL METAL ROOFING WILL COME PRE-CUT UNLESS NOTED OTHERWISE. METAL ROOFING TRIMS WILL COME IN STANDARD SECTIONS AND WILL REQUIRE NOTCHING OR CUTTING IN FIELD.

GENERAL NOTES:

- UNLESS REQUESTED THIS BUILDING HAS BEEN DESIGNED AS A FREE STANDING, OPEN STRUCTURE. IF WALLS ARE TO BE ADDED, OR IF THE BUILDING IS TO ADJOIN ANOTHER STRUCTURE, OR IF OTHER MODIFICATIONS ARE TO BE MADE, THE STRUCTURE MUST BE REENGINEERED PRIOR TO THESE MODIFICATIONS.
- IF SPECIFICATIONS ARE PROVIDED ALL DESIGNS ARE TO BE CONSIDERED TO BE AS EQUAL AND NOT AN EXACT MATCH. DESIGNS WILL CONFORM TO ULTRAS MANUFACTURING METHODS AND MATERIALS AVAILABLE.

ABBREVIATIONS:

- AS - ALL STEEL
- SF - STEEL FRAME
- DT- DUO-TOP
- T&G - TONGUE & GROOVE
- NIC - NOT IN CONTRACT
- O.C. - ON CENTER
- TYP - TYPICAL



DESCRIPTION: **46' (AS) Octagonal Structure**
PROJECT NAME: **St Ferdinand Shelter Project**
QUOTE #: **QU00154704**

DATE **6/25/2018**
SCALE **NOT TO SCALE**
DRAWN BY **ACA**
SHEET **5 of 5.**

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed structural engineer upon request.