

INVITATION FOR BID NOTICE ISSUED: **2-28-2007**

COUNTY OF JEFFERSON, MISSOURI
Department of Administration
729 Maple Street
PO Box 100
Hillsboro, MO 63050
636-797-5382

SPECIFICATION CONTACT
MIKE GINGER
Director of Parks & Recreation
636-797-5334

INVITATION FOR BID

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

BIDS SHALL BE ACCEPTED UNTIL:

THURSDAY, MARCH 29, 2007, at 2:00 p.m. local time.

Thereafter, bids shall be opened in the County Commission Assembly Room.

THREE (3) COMPLETE COPIES OF SEALED BIDS MUST BE DELIVERED TO:

**Office of the County Clerk
County of Jefferson, Missouri
729 Maple Street
PO Box 100
Hillsboro, MO 63050**

The outside of the envelope must contain the vendor's name, address and the following language:

**SEALED BID FOR: CHAIN LINK FENCE MATERIAL AND
LABOR TO INSTALL**

**SUBMITTED BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION
FOR BID AND SPECIFICATIONS.**

**The Agreement/Contract term is for:
40 calendar days.**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

Tax ID #

E-mail

Fax #

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CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

INSTRUCTION TO BIDDERS

1. DEFINED TERMS:

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions of this Construction Contract, have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible bidder to whom the County (on the basis of the County's evaluation as hereafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS:

2.1 Complete sets of Standard Drawings can be purchased for \$20.00 per set at the Jefferson County Parks and Recreation Department, Monday through Friday, 8 a.m. to 5 p.m. at 725 Maple Street Room 202, Hillsboro, MO, refundable, if plans are returned within 20 working days after the Bid Opening.

2.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the County nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County is making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS:

3.1 To demonstrate qualification to perform the work each bidder **must** submit with the bid written evidence of previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Each bid must contain evidence of Bidder's qualification to do business in the State of Missouri or covenant such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE:

4.1 Before submitting a bid, each bidder must: a) examine the Contract Documents thoroughly, b) visit the site to familiarize himself/herself with local conditions that may in any manner affect the cost, progress or performance of the work, c) familiarize himself/herself with Federal, State, and Local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work, and d) study and carefully correlate bidders observation with the Contract Documents.

4.2 Attend an on site pre-bid meeting will be conducted on March 22, 2007 at the Jefferson County Sports Complex, 4900 Byrnesville Road, House Springs, MO at 1:30 pm.

4.3 Before submitting the bid each bidder will, at their own expense, make such investigations and tests as the bidder may deem necessary to determine his/her bid for performance of work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4 Upon request, the County will provide each bidder access to the project site to conduct investigations and tests, as each bidder deems necessary for submission of the bid. No questions affecting the Bid price will be discussed at this time.

4.5 The lands upon which the work is to be performed, applicable right-of-way for access thereto and other lands designated for use by the Contractor in performance of work activity are defined in the General Conditions, General Requirements and Special Provisions or drawings.

5. INTERPRETATIONS:

5.1 All questions referencing the meaning or intent of the Contract Documents shall be submitted in writing to the Director of Jefferson County Parks and Recreation Department, P.O. Box 100, Hillsboro, MO. 63050. Replies shall be addressed by addenda mailed or delivered to all parties recorded by the Director as having reviewed the Bidding Documents. Oral or other interpretations or clarifications will be without legal effect.

6. BID SECURITY:

6.1 A Security Bid shall be made payable to the County of Jefferson, in the form of a certified check or bank check, in the amount of five (5) percent of the Contractor's maximum bid price.

6.2 The bid security of the successful bidder shall remain with the County until such Contractor has executed the Agreement and furnished the required Contract Security within 15 calendar days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Contractor whom the County believes to have a reasonable chance of receiving the award, may be retained by the County until the earlier of the seventh day after the "effective date of the Agreement" (which is defined in the General Conditions) by the County to Contractor and the required Contract Security is finished or the sixty-first (61) day after the bid opening. Bid security of other contractors shall be returned within seven days of the bid opening.

7. CONTRACT TIME:

7.1 The number of days within which, or the date by which, the project is to be completed (the Contract Time) is set forth in the Bid Form (40 calendar days) and will be included in the Agreement.

8. LIQUIDATED DAMAGES:

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE MATERIALS AND EQUIPMENT:

9.1 The contract, if awarded, will be on the basis of material and equipment described in the drawings and specifications without consideration of possible substitute or equal items. Whenever it is indicated on the drawings or specified in the Specifications that a substitute or equal item or material may be furnished or used by the Contractor if acceptable to the County, application for such acceptance will not be considered by the County until after the effective date of the Agreement.

10. SUBCONTRACTORS:

10.1 No subcontract may be awarded without written approval from the County. To obtain such approval the Contractor shall submit in writing with the bid, the name, address and phone number of the proposed subcontractor for verification. The proposed subcontractor must also submit, through the Contractor, the following documents in acceptable form the following:

- a) Copies of any subcontracts with the Contractor;
- b) Certification by proposed subcontractor addressing Equal Employment Opportunity;
- c) Certification by proposed subcontractor concerning Labor Standards and Prevailing Wage Requirements (see appendix for Prevailing Wage Requirements);
- d) Such documents and evidence as the County or Grant Agency may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject. The documents produced by the subcontractor will **not** be required to be attached to the Contractor's bid. Documents will need to be produced prior to the signing of the contract.

11. BID FORM:

11.1 The Bid Form is attached hereto: additional copies may be obtained from the Jefferson County Director of Parks and Recreation, Monday through Friday, 8 a.m. to 5 p.m. at 725 Maple Street, Room 202, Hillsboro, MO. Or call (636) 797-5334 for information.

11.2 Bid forms must be completed in ink or typed. The bidder shall indicate, in figures, a unit price for each item on the form, the product of the respective quantities and unit price in the column provided and the gross sum (total bid amount). In the event of a discrepancy of work between the gross sum shown on the bid form and that obtained by adding the products of the quantities of the work and the unit prices, the bidder agrees that the unit price shall govern and any errors found in said price will be by the County.

11.3 Bids submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids submitted by a partnership must be submitted in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

11.6 The bid shall contain an acknowledgement of receipt of all addenda (the number of which shall be filled in on the bid form).

11.7 The contact person, address and telephone number(s) to which all communications regarding the bid must be shown and clearly marked "Contact person".

12. SUBMISSION OF BIDS:

12.1 Bids must be submitted in triplicate at the time and place indicated in the “Invitation to Bid” and shall be sealed in an opaque envelope marked with the project title “Chain Link Fence Material and Labor To Install” and name and address of the bidder. If the bid is submitted to the County via the US Postal Service or other delivery system, the sealed envelope shall be marked outside the envelope “**SEALED BID CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL**”.

13. MODIFICATIONS AND WITHDRAWAL OF BID:

13.1 A bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the location where bids were submitted at any time prior to the opening of bids. If within twenty-four hours (24 hours) after bids are open, any bidder who files a duly signed written notice with the County and promptly demonstrates to the reasonable satisfaction of the County that there was a material and substantial error in the preparation of his/her bid, the bidder may withdraw the bid. Thereafter, the bidder will be disqualified from further bidding on the project.

14. OPENING OF BIDS:

14.1 Bids will be opened publicly at the time and location described in the “Invitation to Bid” notice published.

14.2 When bids are opened the amount of each submitted bid shall be read aloud. An abstract of the bids, including the alternates (if any), will be available for public viewing. All submitted bids shall remain open for a period of twenty (20) days after the bid opening. The County may elect, at their discretion, release any bid and return the Bid Security.

15. AWARD OF CONTRACT:

15.1 The County reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder. The County also has the right to disregard all non-conforming, non-responsive or conditional bids.

15.2 The evaluating process allows the County to consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements and alternates (if applicable) in the order that they appear in the bid form. However, the County may accept them in any order or combination.

15.3 The County may consider the qualifications and experience of subcontractors and other individual(s) and organizations that have been solicited by the bidder to perform work proposed for the portions of the project for which the subcontractor has identified the subcontractor as qualified. Operating costs, maintenance consideration, performance data and guarantees of materials and equipment may also be considered by the County.

15.4 County may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other individual(s) and/or organization(s) to perform work in accordance with the Contract Documents to the satisfaction of the County.

15.5 The County reserves the right to reject any bid submitted or any bidder or subcontractor that fails the County's evaluation process. If the contract is to be awarded it will be awarded to the lowest bidder whose evaluation by the County indicates that the award will be in the best interest of the County.

15.6 If the contract is awarded the successful bidder will receive a "Notice of Award" within sixty days (60 days) of the bid opening from the County.

16 **PERFORMANCE AND OTHER BONDS:**

16.1 Performance and Payment Bonds are required. The bonds shall be made payable to The County of Jefferson with the memo line marked identifying the type of bond and the project name.

16.2 The amount of the bonds is as follows:

- a) Performance Bond 100 % of the contract amount;
- b) Payment Bond 100 % of the contract amount.

17 **SIGNING OF AGREEMENT:**

17.1 When the County issues a "Notice of Award" to the successful Bidder, it will be accompanied by three or more unsigned counterparts of the "Agreement" and other contract documents. Contractor shall sign and deliver a minimum of three complete sets of Contract Documents to the Jefferson County Parks and Recreation Department office no later than 5 p.m. on the 15th day after Notice of Award was issued.

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

BID FORM

TO: Jefferson County, Department of Parks and Recreation

PROPOSAL FOR: CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL;

Project number: PR2007-1

The undersigned proposes and agrees, if this proposal is accepted, to enter an agreement with the County in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this proposal and in accordance with the contract documents.

1. Contractor accepts all terms and conditions of the Instructions to Contractors. This Bid will remain open for twenty (20) days after the day of Bid opening. Contractor will sign the Agreement and submit all required documents within fifteen (15) days after the County submits the Notice of Award.
2. By submitting this Bid Proposal, Contractor represents, as more fully set forth in the agreement, that:
 - a. Contractor has examined copies of all the Contract Documents and of the following addenda:

Date: _____ Number: _____

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and Instruction to Bidder.

- b. Contractor has examined the site and locality where the work is to be performed, the legal requirements (Federal, State, and Local laws, ordinances, rules and regulations) and the conditions affecting the costs, progress or performance of the work and has made such independent investigations as Contractor deems necessary; and
- c. This Proposal is genuine and not made in the interest of or on the behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other contractor to submit a false or Sham Bid; Contractor has not solicited or induced any person, firm or a corporation to refrain from submitting a bid; and contractor has not sought by collusion to obtain for himself or herself any advantage over any other contractor or over the County.
3. Contractor will complete the project for the following unit prices. It is understood that the quantities given for the following bid items are **not** guaranteed by the County of Jefferson or the Engineer and are used solely for the purpose of comparing bids and awarding the contract, and may or may **not** represent the actual quantities encountered on the job; and that the sum of the quantities listed below, multiplied by the unit price shall constitute the gross sum Bid.
4. Bidder must complete the project within 40 calendar days after Contractor receives the Notice to Proceed.

5) Contractor agrees that the work will be completed by the **40 calendar days** or the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **\$1,000.00** (one thousand dollars) for each calendar day elapsing between the expiration of such time limits plus extension as may be necessary to cover contingencies beyond the Contractors control and date of the full completion. Extensions may be issued due to inclement weather.

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The County reserves the right to negotiate additional terms for the time of completion with the successful Bidder.

a) Communications concerning this Bid shall be addressed to the following individual:

a) Name: _____

b) Address: _____

c) Telephone:

Office: _____

Evening: _____

Cell: _____

b) The terms used in this Bid proposal, which are defined in the General Conditions of the Construction Contract, included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 2007

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Signature of individual authorized to sign) _____
(Typed name of individual signing)

(Title of individual signing)

Corporate Seal

Attested: _____
(Secretary) _____
(Typed name of secretary)

Business Address: _____

Phone Number: _____

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END OF BID FORM

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

Contractor's Bid Bond

Suitable bid security in the amount of:

(\$ _____) Dollars and equal to five percent (5%) of the Guaranteed Maximum Cost as defined in the Bid specifications. This sum is to be forfeited to the County of Jefferson if the party or parties making the Bid fails to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the plans and specifications for the work to be preformed and has satisfied himself/herself as to the work required and the conditions under which it must be executed.

The bidder shall commence work within fifteen (15) days after the date of written Notice to Proceed from the County and shall fully complete all work under this Bid within the schedule established by the Bid requirements. This Bid shall be equally binding to all heirs, administrators, executors, successors and assigns.

Firm Name: _____

By: _____

Title : _____

Attested: _____

Title: _____

Address: _____

Telephone: _____

Cell: _____

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END CONTRACTOR'S BID BOND

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____ 20_____, before me

appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the forgoing bid with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and (if a sole individual) acknowledged that he/she executed the same as his/her free act and deed.

(if a partnership or joint venture) acknowledged that he/she executed the same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
(President or other agent)

of _____; that the above Bid was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said bid to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____
the day and year first above written.

(SEAL) _____ Notary Public

My commission expires 20

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END BIDDER

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct legal name and address of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the State in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders, and that he is signing and executing his/her (as indicated in the proper spaces below) as the bid of a

sole individual partnership joint venture

corporation, incorporated under laws of the state of _____.

Dated _____, 20_____.

Name of individual, all partners,
or joint venture

Address of each:

doing business under the name of Address of principle place of

business in Missouri

(If using a fictitious name, show this name above
in addition to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

(Title)

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230 R.S.Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following R.S.Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Department of Natural Resources, as required by the standard Specifications, Sect. 102.6 and 102.6.7.)

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END SIGNATURE OF BIDDER

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

ANTI-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that he is

_____(Name of Bidder) that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or affiliated with, any other bidder for the above project.

By _____

By _____

By

Sworn to before me his/her _____ day of

20_____ 20_____

(Notary Public)

My Commission Expires _____

ACS
END ANTI-COLLUSION STATEMENT

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

AGREEMENT FORM

This agreement is dated as of _____, in the year _____ by and between JEFFERSON COUNTY, MISSOURI (hereinafter called Owner or County) and _____ (hereinafter called Contractor)

Owner and Contractor, in consideration of the mutual covenants herein after set forth, agree as follows:

ARTICLE 1. WORK

1.1 Scope of Work: The scope of work is to include components associated with the material and installation according to the drawings and specifications within the Contract Documents. It is the responsibility of the Contractor to secure all applicable permits and license necessary for construction of this project and to comply with all applicable building codes. The Contractor is required to keep the project site clear of all trash and debris associated with the construction of this project.

1.2 Reference Points: The Owner shall provide engineering surveys or technical information to establish reference points for construction, which in the Engineer's judgment are necessary to enable the Contractor to proceed with the work. The Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments and shall make no changes or relocations without the prior written approval of the Owner. Contractor shall report to the Owner and Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or location, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

1.3 Equipment operation: It is the responsibility of the awarded Contractor to instruct the Owner's representative in all necessary procedures for satisfactory operation and maintenance of all equipment associated with this project.

1.4 Amenities: Work will include the construction of the amenities defined in the Contract Documents and drawings. It is understood that the work involved will include activities necessary to develop the site from its current condition to the conditions specified in the Contract Documents and drawings.

ARTICLE 2. DIRECTOR

2.1 The County has designated the Director of Parks and Recreation, who is herein after called Director and who has the authority assigned to Owner in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Item 23 of the General Conditions within schedule established by the Proposal Requirements. Allowances will be made for whether conditions and other occurrences beyond the control of the Contractor.

If the Contractor is unable to begin work as required, the Director shall be notified in writing. Unless the Director gives written approval for a delay in beginning the work, calendar days will begin to be counted for liquidated damages. The count will continue until the Contractor begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 LIQUIDATED DAMAGES; The Contractor agrees that should he/she fail to complete the work in the time specified or such additional time as may be allowed by Owner under this contract, the Contractor shall pay the County, not as a penalty, but as liquidated damages, a sum equal to \$1,000.00 dollars for each calendar day elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the Contractors control and the date of the full completion.

ARTICLE 4. PAYMENT FOR PERFORMANCE

4.1 Owner shall pay contractor for performance of the work in accordance with the Contract Documents in current funds.

ARTICLE 5. PAYMENT PROCEDURES

5.1 Contractor shall submit Applications for Payment in accordance with Item 26 of the General Conditions. The Director, as provided in the General Conditions, will process application for payment.

5.1.1 **Progress Payments.** Owner will make progress payments per the Contract Bid price on the basis of Contractor's applications for payment as recommended by Director, on or about the first day of each month during construction as provided below. All progress payments will be on the basis of the work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specification.

5.1.2 Prior to substantial completion payments will be in an amount equal to 90% of the work completed.

5.1.3 Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% of the contract price, less such amounts as the Director shall determine in accordance with Item 26 of the General Conditions.

5.2 **Final Payment.** Upon completion and acceptance of the work in accordance with Item 23 of the General Conditions, the County shall pay the remainder of the contract price as recommended by Director as provided in Item 26 of the General Conditions.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has familiarized himself/herself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work, which were relied upon by the Director in the preparation of the drawings and specifications. When the information is available, it will either be included in the Bid Documents or made available at the Jefferson County Parks and Recreation Department for Contractor's review.

6.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Item 9 as he/she deems necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data will be required by contractor for such purposes.

6.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 Contractor has given Director written notice of all conflicts, errors or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by Director is acceptable to Contractor.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement

7.2 Exhibits to this Agreement (if any)

7.3 Contract Performance and Payment and Material Bonds

7.4 General Conditions (page GC - 1 to GC - 15)

7.5 Specifications bearing the title Chain Link Fence Material and Labor to Install consisting of all pages as listed in the table of contents.

7.6 Drawings, consisting of sheets bearing the following general title: "Chain Link Fence Material and Labor to Install".

7.7 Addenda numbers ____ to ____, inclusive.

7.8 Contractor's Proposal and all attachments

7.9 Documentation submitted by Contractor prior to Notice of Award

7.10 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Item 28 of the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement, which are defined in Item 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 The County and Contractor each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

9.1 Access to records: In connection with his/her contract, the County shall have access to any books, documents, papers, and records of the Contractor, which are directly pertinent to his/her project for the purpose of making audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The Contractor expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents, or as may be required by law; and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The Contractor covenants that he/she presently has no interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his/her services and obligation hereunder. The Contractor further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this contract.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Director on their behalf

FOR: JEFFERSON COUNTY, MISSOURI

COUNTY COMMISSION

BY: _____
PRESIDING COMMISSIONER

DATE

ATTEST: _____
COUNTY CLERK

FOR: _____

BY: _____
CONTRACTOR

DATE

ATTEST: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

COUNTY AUDITOR

APPROVED AS TO FORM

COUNTY COUNSELOR

AF - 5
END OF AGREEMENT FORM

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL
CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____

of _____

(firm)

a (corporation) duly authorized by law to do business as a construction contractor in the State of Missouri (hereinafter called the "Contractor"), and _____ (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the State of Missouri, are held firmly bound unto Jefferson County, (hereinafter called the "County"), in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which to be made unto said County, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 2007. The Said Principal entered into a written Agreement, which Agreement is hereby made a part thereof, with the said County for the constructions of _____.

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is completed; pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.
- c) That no provisions of this bond or any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the County at the time such work was accepted.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in

_____ original counterparts as of the _____ day of _____, 20____.

(SEAL) _____

Attest:

_____ By _____

(SEAL) _____

Attest:

_____ By _____

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END OF CONTRACT PERFORMANCE BOND

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

PAYMENT AND MATERIAL BONDS

KNOW ALL MEN BY THESE PRESENT, that we _____, Principal and Address
as Principal, and _____, as surety, Surety and Address
are held and firmly bound unto the County of Jefferson, Missouri, hereinafter called Obligee, in the amount of
\$ _____, for the payment of which we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for

_____ ; and
Describe briefly

WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnish materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of Surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this _____ day of _____, 20____.

Principal

By _____

Surety

By _____

(ACKNOWLEDGEMENT FOR PRINCIPAL)
(ACKNOWLEDGEMENT AND POWER OF ATTORNEY FOR SURETY)
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END OF PAYMENT AND MATERIAL BOND

CHAIN LINK FENCE MATERIAL AND LABOR TO INSTALL

GENERAL CONDITIONS

1. DEFINITIONS:

The following terms as used in these Contract Documents are respectively defined as follows:

- a) "Owner" A person, firm, corporation, municipality or Government agency, by which the Contract will be awarded. Wherever the Owner is specified, it shall also be construed to mean his authorized representative.
- b) "Engineer" The Engineer responsible for preparation of construction plans.
- c) "Contractor" The person, firm or corporation to whom the contract is awarded.
- d) "Subcontractor" A person, firm or corporation performing any part of the Contractor's obligations hereunder at the site of work excluding, however, the furnishing of standard materials, such as cement, lumber, and other materials not worked to a special design under the plans and specification for the work.
- e) "Contract Documents" The agreement subscribed by the parties, the Request for Proposals, Information for Contractors, the Proposal and the Plans and Specifications.
- f) "Work" The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
- g) "Days" Except where otherwise specifically provided in the Contract Documents, means calendar days.

2. NOTICE:

Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid. Notice may also be given by hand delivery to the authorized representative.

3. INTENT OF THE CONTRACT DOCUMENTS:

The intention of the Contract Documents, words describing materials of work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Engineers and the trade.

The work shall be executed in strict conformity with the plans and specifications.

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all.

4. PLANS:

Unless otherwise provided in the Contract Documents, the Owner will furnish the Contractor free of charge, two copies of all plans and specifications reasonably necessary to carry out all work.

In case of discrepancy in the plans, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

5. SUPERINTENDENT AND PERSONNEL:

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the Contractor in, about or upon the work who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the Owner. Should the Contractor continue to employ or re-employ any such person, the owner may suspend the work until the Contractor complies with such orders.

6. COMPLIANCE WITH LAWS:

The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain, at his expense, all permits and licenses necessary for the prosecution of said work.

The Contractor shall be responsible for the payment of all Federal, State, Municipal or Local taxes, including, but not limited to, sales and use taxes, applicable to the performance of the contract and shall indemnify and hold harmless the Owner from the consequences of his/her failure to pay such taxes.

7. USE OF JOB SITE:

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of workmen to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with his/her materials.

The Contractor shall not load or permit any part of any structure or equipment to be loaded to the extent that its safety may be endangered.

8. SANITARY PROVISION:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the sanitary requirements of law or ordinance.

9. SURVEYS:

The Contractor shall provide all surveys necessary in the performance of his/her work. All work shall be done to the lines, grades and elevations shown on the plans. Any work done without being properly located may be ordered removed and replaced at the Contractor's expense.

The Owner shall provide engineering surveys or technical information to establish reference points for construction, which, in Engineer's judgment, are necessary to enable Contractor to proceed with the work. Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

10. CONDITIONS AT THE SITE:

The Contractor shall make such investigations of conditions above or below the surface of the ground, as may deem necessary for the proper and timely performance of his/her work, including but not limited to making of borings. No oral representation by any persons respecting such conditions shall in any manner be binding upon the Owner.

The Owner may have, for his/her own use, made borings at or near the site of the work. The boring data, if collected, will be made available to the Contractor, for his/her own convenience, if he/she desires to examine it.

Any interpretations or conclusions drawn by the Contractor from such data shall be his/her own and the Owner makes no representation or guaranty concerning the accuracy or completeness of such data.

11. UTILITES AND OTHER OBSTRUCTIONS:

It shall be the sole responsibility of the Contractor, in the performance of the contract, to locate and avoid all utilities, other structures and obstructions whether located below or above the surface of the ground. For that purpose he/she shall employ all necessary precautions and methods to prevent damage to the utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and he/she shall notify the affected Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds he/she cannot safely work at a location designated in the plans and specifications, either because of utilities, other structures or obstructions that may be damaged, he/she shall notify the Owner immediately.

Certain information relating to piping and underground utilities and structures, such as gas mains, water mains, and electric duct lines, has been gathered for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as he/she, at his/her own risk, desire to make of it. Any interpretations or conclusions drawn by the Contractor from such data on the plans shall be his own and the Owner makes no representations or guaranty concerning the accuracy or completeness of such data.

12. STRUCTURES ENCOUNTERED AND PROTECTION OF LIFE AND PROPERTY:

The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the execution of the work herein contemplated. He/she shall replace, repair or to otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof.

In the event the Contractor does not perform his/her obligations under the preceding paragraph, the Owner reserves the right at his/her election to make good any damage to public, or private, property caused by the work of the Contractor refuses or fails to pay bills. Therefore upon presentation, the Owner may pursue any remedies available to him/her or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time.

Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches, and such detours as are necessary to care for the public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public and to adjoining property owners. To other contractor or the Owner.

The Contractor at his/her own expense shall provide the necessary watchmen and sufficient warning lights and barricades and take such other precautions as are necessary to protect life and property.

Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

13. PROTECTION OF WORK:

The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner for providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense.

The Contractor assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the Owner and shall repair or replace at his/her expense any work, damaged or destroyed prior to such completion and acceptance regardless of cause.

14. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed.

15. BLASTING:

The Contractor shall comply with all Federal, State, County and Municipal laws, rules and regulations applicable to the transportation, storage or use of explosives.

The Contractor shall assume all responsibility for any injury or damage that may be done during the transportation, storage and use of any explosives.

16. OTHER CONTRACTS:

The Owner may award other contractors for additional work, the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit his/her own work to that work provided under the other contract. The Contractor shall not commit or permit any act which interferes with the performance of work by any other contractor.

17. CUTTING AND PATCHING:

The Contractor shall do all cutting, fitting, or patching of his/her work that may be required to make its several parts connect with the work of other contractors shown upon, or reasonably implied by the plans and specifications.

The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor.

18. CLEANING UP:

The Contractor shall at all times keep the premises free from accumulation of waste material of rubbish and, at the completion of the work, shall remove from and about the site all his/her rubbish and at the completion of the work shall remove from and about the site all his rubbish, tools, equipment, scaffolding and surplus materials and shall leave his/her work clean and ready for use.

19. SURVEILLANCE:

The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance of work by the Owner. It being agreed that these agencies have the right of entry.

The Contractor shall within 24 hours after receiving written notice from the Owner proceed to remove all materials rejected by the Owner, whether worked or unworked, and take down all portions of the work, which shall be considered as unsound or improper, or in any way failing to conform to the plans and specification.

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or his/her subcontractor, he/she shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

Unless otherwise provided in this contract, acceptance by the Owner shall be made as promptly as practicable after completion of all work required by this contract. Agreement shall be final and conclusive except as regards latent defects, fraud, or gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee.

20. MATERIALS AND WORKMANSHIP:

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. When required by the plans and specifications, the Contractor shall furnish, for approval, certified copies of test results made of the materials or articles, which he/she contemplates incorporating in the work. Samples of materials shall be furnished to the Owner, for approval, certified copies of work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejections.

If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established practice and standards recognized by architects, Engineers and trade.

21. "OR EQUAL CLAUSE":

Whenever, in these specifications or in any of the Contract Documents, any article, appliance, device or material is designated by a manufacturer's or vendor's or proprietary or trade name and such words are not followed by the condition "or equal", it shall be deemed that the words "or equal" do follow such designation unless the text clearly requires a contrary interpretation. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications provided that the material proposed is first submitted to and approved by the Owner.

If by reason of the unavailability of material or equipment, the Owner approves a substitute item of material or equipment, the Owner shall receive the benefit of any economy resulting from the substitution.

22. SCHEDULE AND PROGRESS REPORTS:

The Contractor shall, within 15 calendar days after date of notice to proceed, submit to the Owner five copies of a diagram covering operations in the work. The diagram will be used as a basis for review of weekly progress reports until the project is completed.

23. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within 40 calendar days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor should pay the Owner the sum specified in the Contract for each calendar day the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and other tangible and intangible costs. Such damages may be, at the Owner's option, deducted from any moneys held by it which are payable to the Contractor.

The completion of the work included under this Contract is defined for purposes of determining liquidated damages, as that time when all of the structures and appurtenances have been completed and tested and are ready for continuous permanent use and occupancy for the purposes intended, which included all grading, cleaning up or other minor work which is required to provide a completed project in accordance with the plans and specifications. The date shall be the date of a letter from the Owner to the Contractor indicating substantial completion or final acceptance.

24. EXTENSION OF TIME:

The Contractor shall not be entitled to any extension of time for completion of the work as herein above specified unless the Contractor, within 10 days from the prior of any delay, notifies the Owner in writing of such delay and the cause thereof and the Owner shall determine:

- a) That such delay arises from unforeseeable causes beyond the control of the Contractor, and without the fault, or negligence of the Contractor, including, but not restricted to, acts of God, acts of public enemy, acts of government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors; and
- b) That the Contractor cannot complete the work within the time specified solely by reason of such causes. The Owner shall make a determination as soon as practicable after the Contractor's notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify. Any time extensions will require approval of the Owner.

25. FORFEITURE OF CONTRACT:

Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen/workwomen or sufficient equipment or materials of the proper quality or execute the work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, the Owner may, after three (3) days written notice to the Contractor and his/her bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this Contract. Alternatively, the Owner, may after ten (10) days written notice to the Contractor and his bonding company, terminate the employment of the Contractor for said works and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the work. The Owner and such others may use such materials, tools and equipment to finish the work. The Contractor shall not be entitled to rental or other compensation for the use of his/her construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed such unpaid balance, the Contractor shall pay the difference from money then due or thereafter to become due to the Contractor under this Contract. The expense incurred by the Owner as here provided for finishing the work and its cost incurred through such default shall be certified by the Consultant, whose certificate thereof shall be conclusive and binding upon the parties.

The remedies of the Owner under this Article are exclusive of and in addition to any other contained in this contract, the Contractor's bonds, or provided by law.

26. PAYMENTS:

The Contractor shall receive, as full compensation for all work hereunder, a sum equal to the value of the work done based in his/her proposal, attached hereto and made a part of this Contract. Payment shall be made to the Contractor within one work week to the value of 90 percent of the work done based upon the certificate of the

Owner, and the remaining 10 percent shall be paid to the Contractor within one work week after completion and acceptance of the entire work herein contracted for and delivery by the Contractor to the Owner of a release in such form as the Owner may require.

However, if the Owner, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made in the work, he/she may at his/her discretion, make any of the remaining monthly payments in full or retain there from less than said 10 percent. Also, whenever the work is substantially complete and the Owner considers the amount retained to be in excess of the amount adequate for its protection, the Owner, at his discretion, may release the Contractor all or a portion of such excess amount. Furthermore, on completion of a portion or portions of the work for which a price is stated separately in the proposal, the Owner may, at his discretion, make payment therefore without retention of a percentage.

By the 15th of each month the Contractor shall submit to the Owner an invoice containing an estimate of the percentage of the total work under the contract accomplished to the end of such month. The invoice shall be in such form and detail as required by Owner.

27. PAYMENTS NO EVIDENCE OF PERFORMANCE:

No certificate for payment made under this Contract, except the final certificate of final payment, shall be evidence of the performance of this Contract, whether wholly or in part. No payment shall be construed to be an acceptance of defective work or improper materials.

28. CHANGES:

The Owner shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such changes shall be valid unless made in writing by the Owner, and for all Federal Aid Contracts, Owner shall first approve such changes.

In the event such changes cause an increase or decrease in the Contractor's cost of, or time required, for performance of the contract, the Contract price and/or period of performance shall be equitably adjusted; provided the increase or decreases in the amount of the work for which unit prices apply under the conditions, shall be computed by multiplying the change in quantities (measured as provided in the Contract Documents) of such work by such contract prices.

In the absence of a bid price for a given item of work not provided for, nor fairly included, in the bid prices for other items of work, a written agreement may be made between the Owner and the Contractor to be included in the written order for such extra work.

Whenever the Contractor and the Owner are unable to agree on prices for extra work and the Owner directly or acting through the Owner, the Contractor to proceed with the work by force account, the work will be paid for the manner herein described and the compensation thus provided shall constitute full payment for said work. Payment will be determined as follows:

For all materials purchased by the Contractor and used in the force account work, he/she will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipt is, to which will be added an amount equal to 15 percent of the sum thereof. The Owner, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.

For all equipment and machinery used in the force account work, the Contractor will be paid reasonably operated and maintained rental prices to which no percentages will be added.

The Contractor will be paid the cost of wages for all labor while engaged in the force account plus the actual cost chargeable to the force account work of workmen's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor, by reason of an employment contract generally applicable to these employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above. In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order, the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls, of equipment rental charges, and of bills for materials.

Wage rate used in determining the amount for the payment will be the actual wage rates paid by the Contractor for work under this Contract, except that no rate used shall exceed the rate of comparable labor currently employed on the project.

Payment for services of foremen in direct charge of the specific operation will be made. Payment for the services of superintendents, timekeepers or other overhead personnel will not be made nor will payment for services of watchmen made unless required specifically by the force account work. The actual function performed by an employee rather than his/her payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

The types and amount of equipment and machinery used by the Contractor in carrying out his/her work under the force account order shall be in keeping with normal practice for work of a similar nature, except that the Owner may, at his discretion, limit by specific instruction the type and amounts of equipment and machinery to be used.

In computing the hourly rental of such equipment, less than 30 minutes shall be considered $\frac{1}{2}$ hour, except when the minimum rental to be paid shall be one hour. Rental time will be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the Owner, towing or transports costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools or minor items of equipment, which, as used herein are denied as individual tools or pieces of equipment having a replacement value of \$50.00 each or less.

For additional premiums paid on Performance and Labor and Materials Bonds by reason of increases in the account work over and above that called for in the original Contract due to the inclusion of the force account work, and for additional premiums paid on Public Liability and Property Damage Insurance by reason of extra hazard inherent in the force work of the type called for in the original Contract, the Contractor, will, on presentation of the substantiating evidence from his/her bonding and insurance carriers, be paid the actual costs of the increase in premium, to which no percentages will be added. Payment for the cost of additional premiums paid on Workmen's Compensation Insurance by reason of extra hazard introduced into the Contractor's operations by the conclusion of force account work is covered by the provision above, except that any claim for additional cost based on the application by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provision above, must be substantiated by evidence from the Contractor's insurance carrier.

The Contractor and Owner shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the Contractor and shall be signed by both the Owner and the Contractor's representative, one copy being retained by the Contractor and two copies retained by the Owner.

Payment for force account work will be included in monthly progress payment.

29. LIENS AND CLAIMS:

In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or subcontractor of any sums of money due for labor, materials, supplies, equipment or other items in performing in this Contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or subcontractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner against any such lien claim.

Alternatively, without limiting other remedies and rights of the owner under the Contract, under the Contractor's bond or under the law, the Owner may withhold, addition to the 10 percent retention, a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or his subcontractors or suppliers for just claims for labor or materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to his/her subcontractors or suppliers for just claims for labor or materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to his subcontractor. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to the paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper account of all such funds disbursed in behalf of the Contractor.

Final payment nor any part of the detained percentage shall become due until the Contractor shall deliver to the Owner a complete waive or release by himself/herself and his/her subcontractors and others of all liens and claims arising out of the work, or receipts in full lieu thereof, and if required, an affidavit that so far as he/she has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed.

30. RESPONSIBILITY:

Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or relieving the Contractor from his/her liability as an independent contractor and, as such, he/she shall perform his/her work, including, but not limited to, supervision and control of his/her own personnel and scheduling the work as required to ensure its proper and timely performance, and he shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work.

The Owner shall have the right of entry to the site for the purpose of verifying compliance with the plans and specification.

31. INDEMNIFICATIONS AND INSURANCE:

Responsibility for Claims for Damage or Injury

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The Contractor and Surety shall indemnify and save harmless the County, and its members, agents and employees from all claims or suits made or brought for personal injury, death or property damage, caused or contributed to be caused by:

- a) The negligence of the Contractor, subcontractors, suppliers or their respective officers, agents or employees;
- b) The creation or maintenance of a dangerous condition of or on the County's property or right of way, which condition occurred at least in part due to the actions or omissions of the Contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- c) The failure of the Contractor, subcontractors, suppliers or their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

Neither the County nor the Contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. The provision shall not be interpreted to create any new liability which does not exist under the statutory limited waiver of sovereign immunity, or to waive or extinguish any defense which either party to this Contract or their agents and employees may have to an action suit by a third party.

Contractor's Responsibility for Work

Until the County accepts the work, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall restore and replace, at the Contractor's expense, any lost or stolen County-owned material in the Contractor's custody or control. Damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason, shall be restored or replaced at the Contractor's expense. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The County may, in its discretion, make such adjustments as it considers being proper for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the Contractor.

Liability Insurance Requirements

The Contractor shall procure and maintain, at his/her own expense, until acceptance of the project by the County, liability insurance for all damages and losses imposed by law and assumed under the Contract, of the kinds and in the amounts specified in the relevant sections shown herein. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the County evidence of such insurance showing compliance with these specifications. All insurance required herein shall be occurrence to be performed under the terms of the Contract is satisfactorily completed as evidenced by its formal acceptance by the County.

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days advance notice in writing. If any policy is canceled before the Contract work is complete; a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Director of Jefferson County Parks and Recreation, 725 Maple Street, P O Box 100, Hillsboro, Missouri, 63050. The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project. Failure to furnish evidence of proper or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

Workers' Compensation Liability Insurance

The Contractor shall furnish evidence to the County that, with respect to the operations he/she performs, Contractor carries worker's compensation insurance, or is qualified as self-insured, sufficient to comply with all its obligations under state laws relating to worker's compensation. The Contractor shall also require each subcontractor on the project to furnish the same evidence to the County. This evidence shall be furnished to and approved by the County prior to the time the Contractor or the subcontractor commences work on the site of the project.

Commercial General Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent), which provide coverage for the Contract work. The minimum limits of liability for commercial, general liability insurance shall be: \$1,000,000 each bodily injury or property damage occurrence. Combined single limit, \$2,000,000 general aggregate with a per project endorsement, and \$1,000,000 products/completed operations aggregate. Each such policy shall be endorsed so as to cover liability arising from blasting if applicable, other inherently dangerous activities and underground property damage. Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

Commercial Auto Liability Insurance

The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide for its owned, non-owned and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be \$1,000,000 combined single limit.

Additional Insureds

Each such policy of commercial general liability insurance shall name the County of Jefferson and its employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insureds condition. The insurance afforded by the Contractor shall be primary insurance.

Subcontractor's Coverage

If any part of the Contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separations of insureds conditions.

Railroad Protective Liability Insurance

In addition to other required liability insurance, the Contractor shall provide railroad protective liability insurance if applicable, for and in behalf of the railroad as outlined in provisions for each project. The insurance policy shall be submitted to the County in original and duplicate for approval. No work will be permitted on the railroad right of way until such approval is granted.

Insurance with Other Than Missouri Companies

Any insurance policy required as specified above, if written by an insurance company organized in a state other than Missouri shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the Contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy must be issued by a company authorized to issue such insurance in Missouri.

Third Party Liability

Neither the State of Missouri, the County of Jefferson nor the Contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary except as specifically set out in these specifications and contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the County.

Personal Liability of Public Officials

There shall be no personal liability upon the County, or any member, employee or agent of the County in carrying out any of the provisions of the contract or in exercising any power or authority granted to them, it being understood that in such matters they act as agents and representatives of the county with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty remains exclusive that of the County and is not a personal duty or obligation of the individual.

32. BOND:

The Contractor at his/her expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payments Bond in the amount of 100% of the Contract as awarded, as security for the faithful performance of the Contract and the payment of all obligation thereunder by the Contractor and his/her subcontractors. The Bond shall be written in such form as may be satisfactory to the Owner and provided by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570. In substance, the conditions of the obligation under said bond or bonds shall be as follows:

The condition of this obligation is such that if the above bound Principal shall in all respects comply with the terms and conditions of said contract and his/her obligations thereunder, including the specifications and plans referred to therein, and such changes and alterations as may be made inside the contract, specifications and plans and shall indemnify and save harmless the Owner against or from all costs, expenses, damages, injuries or losses to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default on part of said Principal, his/her subcontractors, officers, agents or employees, in the execution of performance of said contract, and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies incorporated in the work or consumed in the performance thereof incurred by said.

Principal, his/her subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation notice of any changes, alteration or modifications, including any extensions of the period of performance, in the contract, specifications and plans.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety fails to furnish reports as to his/her financial condition from time to time as requested by the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

33. ASSIGNMENT, SUBLETTING OR SUBCONTRACTING:

The Contractor shall not assign, sublet or subcontract this Contract or the work or payments due thereunder, in whole or part, without the express consent of the Owner.

The Owner's consent to subcontract shall not receive the Contractor from his/her obligations hereunder or change the terms of this agreement.

34. ROYALTIES AND PATENTS:

The Contractor shall indemnify, defend and save harmless the Owner from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right without impairment of the foregoing indemnification to retain from the money due and to become due said Contractor a sufficient amount of money to protect himself/herself against loss.

35. SPECIFICATION CONFLICTS:

Where any provision of specifications referred to or incorporated into the Contract Documents is inconsistent or in conflict with the provisions of the Contract Documents, the provisions of the Contract Documents shall govern.

36. STANDARDS:

Where materials and methods are indicated in the specifications as being in conformance with a standard specification, reference in all cases shall be to the latest edition of the specification and shall include all interim revisions, unless specifically stated otherwise.

GC – 15
END OF GENERAL CONDITIONS

GENERAL SPECIAL PROVISIONS

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Prevailing State Wage Determination (For use on all projects)

Affidavit of Compliance With The Prevailing Wage Law (For use on all projects)

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 13

Section 050
JEFFERSON 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

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2006

Last Date Objections May Be Filed: April 10, 2006

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JEFFERSON County

REPLACEMENT PAGE

Section 050

OCCUPATIONAL TITLE	**Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/06	\$30.44	55	60	\$13.66
Boilermaker	9/06	\$28.49	57	7	\$18.62
Bricklayers-Stone Mason	8/06	\$27.75	72	5	\$14.62
Carpenter	5/06	e \$30.52	77	41	\$9.32
Cement Mason	5/06	\$27.83	80	6	\$11.35
Electrician (Inside Wireman)	6/06	\$32.10	82	7	\$6.76 + 38%
Communication Technician	11/06	\$28.00	44	47	\$5.48 + 28.75%
Elevator Constructor	1/07	a \$37.115	26	54	\$16.23
Operating Engineer					
Group I	5/06	\$27.27	3	66	\$15.35
Group II	5/06	\$27.27	3	66	\$15.35
Group III	5/06	\$21.91	3	66	\$15.35
Group III-A	5/06	\$27.27	3	66	\$15.35
Group IV	5/06	\$21.91	3	66	\$15.35
Group V	5/06	\$21.91	3	66	\$15.35
Pipe Fitter	7/06	\$31.00	31	69	\$17.93
Glazier	11/06	\$29.48	87	31	\$16.13 + 13.2%
Laborer (Building):					
General	b	\$21.17	73	7	\$8.23
First Semi-Skilled	d	\$22.29	73	7	\$8.23
Second Semi-Skilled	c	\$21.67	73	7	\$8.23
Lather		USE CARPENTER RATE			
Linoleum Layer & Cutter	5/06	\$26.93	92	26	\$9.15
Marble Mason	5/06	\$26.84	76	51	\$10.26
Millwright	5/06	\$30.52	77	41	\$9.32
Iron Worker	8/06	\$27.98	11	8	\$15.14
Painter	9/06	\$27.79	104	12	\$9.77
Plasterer	7/06	\$26.00	67	3	\$11.53
Plumber	7/06	\$31.00	91	69	\$17.93
Pile Driver		USE CARPENTER RATE			
Roofer		\$26.25	15	73	\$11.30
Sheet Metal Worker	9/06	\$32.04	32	25	\$16.11
Sprinkler Fitter	9/06	\$34.23	66	18	\$14.45
Terrazzo Worker	5/06	\$30.78	116	5	\$3.85
Tile Setter	5/06	\$26.84	76	51	\$10.26
Truck Driver-Teamster					
Group I		\$23.325	83	17	\$8.48
Group II		\$23.625	83	17	\$8.48
Group III		\$23.625	83	17	\$8.48
Group IV		\$23.625	83	17	\$8.48
Traffic Control Service Driver					
Welders-Acetylene & Electric					

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

Invitation for Bid and Bid Form

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Bidder's Initials: _____

Building Construction Rates for JEFFERSON County Footnotes

REPLACEMENT PAGE

Section 050

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

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - Projects over \$1 Million - \$21.17; Projects under \$1 Million - \$19.02
- c - Projects over \$1 Million - \$21.67.; Projects under \$1 Million - \$19.52
- d - Projects over \$1 Million - \$22.29; Projects under \$1 Million - \$20.54
- e - Projects over \$1 Million - \$30.52; Projects under \$1 Million - \$25.43

JEFFERSON COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) 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 (1 1/2) the hourly rate plus an amount equal to one-half (1/2) 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 (1 1/2) 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 (1 1/2) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1 1/2) 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 (1 1/2) 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.

JEFFERSON COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

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

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 5:00 p.m. All work performed before 7:00 a.m. and after 5:00 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one & one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. The work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The Employer at his option may use a flexible starting time between the hours of 7:00 a.m. and 9:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate. To be eligible for this eight (8) hour make-up day, the employee cannot have worked over thirty-two (32) hours for that particular workweek Monday through Friday. Any hours less than eight (8) hours may not be made up under this provision.

**JEFFERSON COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION**

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

NO. 73: Means eight (8) hours shall constitute a day's work to begin at 8:00 a.m. and end at 4:30 p.m. The starting time may be advanced one (1) or two (2) hours. Employees shall receive time and one-half (1½) for all time they are required to work before 8:00 a.m., during the lunch period or after 4:30 p.m. unless the starting time is advanced as provided above. Forty (40) hours shall constitute a week's work, Monday through Friday. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, he may work ten (10) hours Friday at straight time. All time worked over the regular workday as defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1½) the regular rate of wages. If workmen are required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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. 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.

JEFFERSON COUNTY OVERTIME SCHEDULE BUILDING CONSTRUCTION

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 workday shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the workweek from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal workday, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized legal holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

NO. 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.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed 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 Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**JEFFERSON COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION**

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

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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.

**JEFFERSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

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

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

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

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.

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. 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.

JEFFERSON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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

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

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

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

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

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

NO. 73: All work performed on 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 on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

Heavy Construction Rates for
JEFFERSON County

REPLACEMENT PAGE

Section 050

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	5/06	\$30.70	23	16	\$9.17
Millwright	5/06	\$30.70	23	16	\$9.17
Pile Driver Worker	5/06	\$30.70	23	16	\$9.17
OPERATING ENGINEER					
Group I	5/06	\$27.27	10	9	\$15.35
Group II	5/06	\$27.27	10	9	\$15.35
Group III	5/06	\$25.97	10	9	\$15.35
Group IV	5/06	\$22.51	10	9	\$15.35
Oiler-Driver	5/06	\$22.97	10	9	\$15.35
LABORER					
General Laborer	5/06	\$24.02	25	4	\$8.13
Skilled Laborer	5/06	\$24.62	2	4	\$8.13
TRUCK DRIVER-TEAMSTER					
Group I	5/06	\$26.63	22	19	\$8.00
Group II	5/06	\$26.74	22	19	\$8.00
Group III	5/06	\$26.78	22	19	\$8.00
Group IV	5/06	\$26.85	22	19	\$8.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

JEFFERSON COUNTY OVERTIME SCHEDULE – HEAVY CONSTRUCTION

NO. 2: Means a regular workweek shall be forty (40) hours and 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 shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work.

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 ($1\frac{1}{2}$) the hourly rate, plus an amount equal to one-half ($\frac{1}{2}$) 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. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 23: Means the regular workweek shall start on Monday and end on Friday except that the Employer may establish a workweek of four (4) days per week at ten (10) hours per day, exclusive of the thirty (30) minute unpaid lunch, at the straight time rate. Forty 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 rate (if working 4-10's). All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at the Employee's option. Saturday may be worked as a make-up day at straight time (if working 5-8's). Saturdays shall not be utilized as a make-up day for days lost from holidays (if working 4-10's). Except as worked as a make-up day, time on Saturday shall be worked at one and one-half ($1\frac{1}{2}$) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such shall also be paid at the double (2) time rate of pay.

**JEFFERSON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

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

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: 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. 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. 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.

REPLACEMENT PAGE OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

COMMERCIAL WORK

Occupational Title	Basic	Total
Hourly	Fringe	
Rate	Benefits	
*Journeyman Lineman	\$31.36	\$4.75 + 41.3%
*Lineman Operator	\$27.50	\$4.75 + 41.3%
*Groundman	\$21.41	\$4.75 + 41.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

UTILITY WORK

Occupational Title	Basic	Total
Hourly	Fringe	
Rate	Benefits	
*Journeyman Lineman	\$31.36	\$4.75 + 37.3%
*Lineman Operator	\$27.08	\$4.75 + 37.3%
*Groundman	\$20.94	\$4.75 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

Bridge or Project Number
Project Name
County of Jefferson

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared _____

(Name)

_____ of _____

(Title)

(Company Name)

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No. _____ or Annual Wage Order No. _____ issued by the Division of Labor Standards on project _____,

(Job Number)

_____ (Route or location, if building construction)

_____ County, Missouri, and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public

(Revised 03-23-00)

Material Bid Specification for Galvanized Chain-link Fence

All material shall meet or exceed American Society for Testing and Materials (ASTM) specifications addressing manufacturing of chain-link fence. The fencing material will be Commercial Grade schedule 40 for 4' (four foot) and 8' (eight foot) chain link fence in the quantities specified. The bidder shall submit the unit price for the bid item on the Bid Form provided. The County reserves the right to reject any item within a bid and the right to reject any and all bid(s) that fail to comply with the instructions of this bid.

Part 1 General:

- 1.01 All items bid shall meet or exceed manufacturing specification as defined by ASTM 1992 standards addressing galvanized chain-link fence.
- 1.02 Qualified manufactures shall have a minimum of 5 (five) years experience manufacturing galvanized coated chain-link fencing
- 1.03 The bidder may obtain material form multiple sources provided all material meets or exceeds defined specifications.

1.02 Part 2 Wire Mesh (Fence Fabric):

- 2.01 The Wire Mesh shall be Hot Dipped Zinc coated galvanized wire. The manufacturing process shall be Galvanized After Weaving (GAW), zinc coated wire shall meet ASTM A392 specification (minimum 1.2 oz/sf.) [Wire Spec-a817, Class 1].
- 2.02 The Wire Mesh shall be 9 (nine) gauge with 2" (two inch) diamond pattern with Knuckle and Knuckle Selvage and a minimum break load of 1,290 foot pounds (5740).

Part 3 Frame Work Specifications:

- 3.01 Line Posts and End Post: All posts shall be steel pipe and shall meet or exceed manufacture standard ASTM F943-96, standard weight schedule 40; with a minimum yield of 25,000psi. Hot-dipped galvanized with a minimum average zinc coating of 1.8 oz/ft² of coated surface. Post length shall be adequate to support the application of the specified fence height as specified by ASTM standards.

Line and Terminal (end) Posts Sizes

Post Type	Four ft fence	Eight ft fence
Line Posts O.D.	1 7/8 inches (15gauge)	2 3/8 inches (15 gauge)
Terminal Posts O.D.	2 3/8 inches (15 Gauge)	2 3/8 inches (15 gauge)

- 3.02 Top, Middle and Bottom Rails: Shall be pressed galvanized steel as specified per ASTM F626. All rails shall be 1 5/8 inches O.D. 15 gauge commercial quality 21' in length, 10' lengths for 8' fence.
- 3.03 Gates: All maintenance gates shall be swing gates and shall meet or exceed ASTM standards (F654-91); finish shall match the finish of the wire mesh. Gates shall be 16"X4" Hot dipped Galvanized gates with the same wire mesh as the fence mesh and all necessary hardware.
- 3.04 Two walk through openings at each dug out for fields one, three and four.

Part 4 Accessories:

4.01 All accessories shall be Hot Dipped Galvanized material and meet or exceed ASTM standards (F626-96). The finish shall match the finish of the posts and wire mesh.

4.02 Post Caps: Shall meet ASTM standards and may be made of formed steel, cast malleable iron, or aluminum alloy. The cap must be sized for the appropriate tubular posts and form a watertight closure.

4.03 Line Post Caps or Eye Caps: Shall meet ASTM standards and may be made of formed steel, cast malleable iron, or aluminum alloy. The cap must be sized to fit the appropriate tubular post and form a watertight closure

4.04 Wire Ties: Shall meet ASTM standards. Size 9 (nine) gauge galvanized steel wire for attachment of fabric to line posts middle and bottom rails.

4.05 Diagonal Brace for Terminal Posts, Corner Posts and Gate Posts shall 11' in length for 4' fence and 13' for 8' fence. Need description

4.06 Tension Bars: All tension bars shall be (size). Tension bars shall be installed as follows: One (1) for each end post, one (1) for each gate post and two (2) for each corner post. . Need description.

4.07 Tension Bands: Tension Bands shall be (size). Tension Bands shall be installed as follows: Need description Three (3) for each 4' fence post, and seven (7) for each 8' fence post.

4.08 Brace Bands: Shall be (size). Brace Bands shall be installed as follows: need description. 1-5/8' for 4' fence

4.09 Carriage Bolts: Shall be 5/16"x 1-1/4"

4.10 Tension Wire: Tension wire shall be provided for all 4' fence as opposed to bottom rail.

Part 5: Billing Information

5.01 Billing Information: The Bidder shall send all billing information and documentation to the Jefferson County Parks and Recreation Department:

Mike Ginger, Director
Jefferson County Parks and
Recreation Department
PO Box 100
Hillsboro, MO 63050

Part 6: Warranty and Manufacture experience:

6.01 All components supplied through this bid shall be covered by a warranty that states that all components are free from defects in materials and workmanship and from the development of "red rust" over five (5) percent of the surface for a period of not less than 10 years from the date of delivery. All material shall meet minimum requirements as outlined in American Society of Testing and Materials (ASTM) Specification A 392 and ASTM Specification F 761.

6.02 The manufacture shall have a minimum of five (5) years experience manufacturing chain link fence.

Part 7: Optional bid:

7.01 All bidders shall submit a bid for the Base Bid and Optional Bid. The optional bid shall reflect the same material list as defined within this packet with the exception of the weight of the material. The framework in the Optional Bid shall be “Light Commercial” the mesh fencing material shall remain the same as defined in the Base Bid.

**FENCING MATERIAL LIST FOR
NORTHWEST SPORTS COMPLEX FIELD ONE**

Product Number	Product Description	Quantity	Unit Price	Base Bid	Option One Bid
	8' Chain- link Fence 2" diamonds 9 gauge	770 ft			
	4' Chain-link Fence 2" diamond 9 gauge	308ft			
	Commercial Grade Pipe 1-5/8" x 21'	93			
	Sleeves 1-5/8" x 6"	52			
	Commercial Grade Pipe 4" x 12'	10			
	Commercial Grade Pipe 4" x 7'	2			
	Post Caps 4"	12			
	Commercial Grade Post 2-3/8" x 10'-6"	64			
	Commercial Grade Post 2-3/8" x 6'	28			
	Eye top Cap 2-3/8" x 1"	92			
	Line Rail Caps 2- 3/8"x 1"	94			
	Carriage Bolts with nuts 5/16"x 2"	182			
	Tension Bars 3/16"x 3/4"x 118	14			
	Tension Bars 3/16"x 3/4"x 46	6			
	Combination Rail End P.S. 1-5/8"	58			
	Beveled Brace Band 4"	48			
	Beveled Tension Band 4"	122			
	Carriage Bolts with nuts 5/16"x 1-1/4"	170			
	Aluminum Ties 6-1/2" 9 gauge #13	1900			
	Aluminum Ties 8-1/4" 9 gauge #16	300			
	Coil Spring 7 gauge 0.8 Zinc Coil	1			
	Aluminum Hog Rings 9 gauge	1			
	Gate 4' DD 16' Opening	1			
	Gate Hinge 4" PS	4			
	Drop Bar Latch for Gate	4			
	LABOR COST				
	TOTAL AMOUNT	N/A	N/A		

**FENCING MATERIAL LIST FOR
NORTHWEST SPORTS COMPLEX FIELD THREE**

Product Number	Product Description	Quantity	Unit Price	Base Bid	Option One Bid
	8' Chain- link Fence 2" diamonds 9 gauge	520			
	4' Chain-link Fence 2" diamond 9 gauge	530			
	Commercial Grade Pipe 1-5/8" x 21'	93			
	Sleeves 1-5/8" x 6"	50			
	Commercial Grade Pipe 4" x 12'	9			
	Commercial Grade Pipe 4" x 7'	3			
	Post Caps 4"	12			
	Commercial Grade Post 2-3/8" x 10'-6"	46			
	Commercial Grade Post 2-3/8" x 6'	49			
	Eye top Cap 2-3/8" x 1"	95			
	Line Rail Caps 2- 3/8"x 1"	92			
	Carriage Bolts with nuts 5/16"x 2"	184			
	Tension Bars 3/16"x 3/4"x 94	12			
	Tension Bars 3/16"x 3/4"x 46	8			
	Combination Rail End P.S. 1-5/8"	44			
	Beveled Brace Band 4"	44			
	Beveled Tension Band 4"	108			
	Carriage Bolts with nuts 5/16"x 1-1/4"	152			
	Aluminum Ties 6-1/2" 9 gauge #13	1300			
	Aluminum Ties 8-1/4" 9 gauge #16	500			
	Coil Spring 7 gauge 0.8 Zinc Coil	1			
	Aluminum Hog Rings 9 gauge	2			
	Gate 4' DD 16' Opening	1			
	Gate Hinge 4" PS	4			
	Drop Bar Latch for Gate	1			
	LABOR COST				
N/A	TOTAL AMOUNT	N/A	N/A		

**FENCING MATERIAL LIST FOR
NORTHWEST SPORTS COMPLEX FIELD FOUR**

Product Number	Product Description	Quantity	Unit Price	Base Bid	Option One Bid
	8' Chain- link Fence 2" diamonds 9 gauge	630			
	4' Chain-link Fence 2" diamond 9 gauge	400			
	Commercial Grade Pipe 1-5/8" x 21'	113			
	Sleeves 1-5/8" x 6"	50			
	Commercial Grade Pipe 4" x 12'	10			
	Commercial Grade Pipe 4" x 7'	2			
	Post Caps 4"	14			
	Commercial Grade Post 2-3/8" x 10'-6"	56			
	Commercial Grade Post 2-3/8" x 6'	37			
	Eye top Cap 2-3/8" x 1"	93			
	Line Rail Caps 2- 3/8"x 1"	112			
	Carriage Bolts with nuts 5/16"x 2"	224			
	Tension Bars 3/16"x 3/4"x 94	14			
	Tension Bars 3/16"x 3/4"x 46	6			
	Combination Rail End P.S. 1-5/8"	48			
	Beveled Brace Band 4"	48			
	Beveled Tension Band 4"	116			
	Carriage Bolts with nuts 5/16"x 1-1/4"	200			
	Aluminum Ties 6-1/2" 9 gauge #13	1600			
	Aluminum Ties 8-1/4" 9 gauge #16	500			
	Coil Spring 7 gauge 0.8 Zinc Coil	1			
	Aluminum Hog Rings 9 gauge	2			
	Gate 4' DD 16' Opening	1			
	Gate Hinge 4" PS	4			
	Drop Bar Latch for Gate	1			
	LABOR COST				
N/A	TOTAL	N/A	N/A		

**TOTAL PROJECT COST FOR ALL THREE (3) FIELDS
INCLUDING LABOR** _____

Contractor shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. The wage rates applicable to this project have been predetermined and are set forth in these appendices.