

**INVITATION FOR BID NOTICE ISSUED:**     **09-16-2008**

**COUNTY OF JEFFERSON, MISSOURI**

Department of Administration  
729 Maple Street  
PO Box 100  
Hillsboro, MO 63050  
www.jeffcomo.org  
636-797-5382

**SPECIFICATION CONTACT**

**MIKE GINGER**

Director of Parks & Recreation  
636-797-5334

**INVITATION FOR BID**

**WINTER PARK FLOOD RECOVERY PROJECT**

**BIDS SHALL BE ACCEPTED UNTIL:**

**TUESDAY, OCTOBER 28, 2008, 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  
Wes Wagner (636) 797-5478  
County of Jefferson, Missouri  
729 Maple Street  
Hillsboro, MO 63050

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

**SEALED BID FOR: WINTER PARK FLOOD RECOVERY PROJECT**

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

**The Agreement/Contract term is from:**

**35 WORKING DAYS FROM THE NOTICE TO PROCEED DATE.**

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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## **1.0 BID REQUIREMENTS**

**Bidder shall initial all pages and return where the Bid Document denotes “BIDDER”S INITIALS: \_\_\_\_\_”**

### **1.1 BID SUBMISSION:**

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification.

### **1.2 BASIS OF BID AWARD:**

Award may be made on an item-by-item basis to the lowest and best bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

### **1.3 BID AWARD:**

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Resolutions and Orders of the County of Jefferson, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Commission within thirty (30) days following the opening of the bids then all bids will be deemed Rejected.

### **1.4 BID PREPARATION:**

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder's risk..
2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

### **1.5 MODIFICATION OR WITHDRAWAL OF BIDS:**

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

### **1.6 LATE BIDS:**

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Office of the County Clerk. Bids received late will be rejected and returned unopened to the bidder.

### **1.7 BID DEPOSITS:**

Bid Deposits are not required unless specified in the specifications.

### **1.8 MATERIAL AVAILABILITY:**

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

### **1.9 ALTERNATE BIDS:**

Alternate Bids for items will be accepted except when stated “**NO SUBSTITUTIONS**”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

### 1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are incorporated into the contract as if fully setout therein.

### 1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts, Grants, and Special Projects at (636) 797-5382, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

### 1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

**THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.**

A.      ☐ Required      ☒ Not Required      **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B.      ☒ Required      ☐ Not Required      **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C.      ☒ Required      ☐ Not Required      **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

### 1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

### 1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.



## **1.15 BID TABULATIONS**

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, [www.jeffcomo.org](http://www.jeffcomo.org). **NO COPIES** of bid tabulations are sent to vendors.

## **2.0 BID RESPONSE AND CONTRACT**

### **2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

### **2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.

### **2.4 PRICE:**

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

### **2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and County of Jefferson, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

### **2.6 DEFINITIONS:**

- A. The term "County" means the County of Jefferson, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

### **2.7 INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

### **2.8 WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may

return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

**2.9 PAYMENT:**

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

**2.10 CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**2.11 DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

**2.12 RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**2.13 SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**2.14 CHOICE OF LAW:**

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**2.15 TERMINATION:**

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Default: County may terminate the whole Contract or any part in either of the following circumstances:
  - C-1. If supplier fails to deliver the items required by the contract within the time specified; or
  - C-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure.

In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

- C-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**2.16 NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

**2.17 CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**2.18 COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**2.19 ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**2.20 SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**2.21 APPROVAL:**

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Commission, and the County Counselor.

**2.22 RENEWAL OPTION:**

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor request an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts, Grants, and Special Projects no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

**2.23 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: ☐ Individual: ☐ Partnership: ☐ Corporation.

Incorporated in the State of \_\_\_\_\_.

**VENDORS ARE REQUIRED TO SUBMIT 3 COMPLETE COPIES OF ALL PAGES  
OF THE INVITATION FOR BID AND BID FORMS WITH ORIGINAL SIGNATURES**

**ALL DOCUMENT PAGES MUST BE INITIALED AND RETURN**

# PROJECT SPECIFICATIONS FOR



Winter Park Flood Recovery  
Project # 2008-5

COUNTY OF JEFFERSON,  
MISSOURI  
PO BOX 100  
HILLSBORO, MO 63050  
OCTOBER 28, 2008

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## BID NOTICE

The County of Jefferson, Missouri will receive sealed bids for Flood Recovery Project at Winter Park in Jefferson County Missouri. The scope of this project will include the following elements:

1. Collect and burn onsite an estimated 2,000 cubic yards of natural flood debris,
2. Collect and dispose of in an approved manner an estimated 10 cubic yards of man made flood debris,
3. Remove sediments from paved parking lot. The parking lot is approximately 4,500 square yards with zero to 2 inches of sediments.
4. Collect and store on site all boulders used as traffic control devices.
5. Replace boulders are of insufficient size.
6. Removal of sediments to allow drainage of the parking lot. This element will involve the grading of the area adjacent to the parking lot in a manner that will allow drainage of the parking lot **without** draining across or through the swimming beach.
7. Replacement of the traffic control devices (boulders).
8. Reconstruction of the swimming beach measuring approximately 1,400 square yards. This element involves the removal of 6 to 10 inches of sediments and placing and spreading eight inches of clean river sand.
9. Replacement of the cross member of the park entrance gate. This bid item will consist of replacing the existing gate cross member with a new cross member made of the same material as the existing gate cross member.
10. Replacement of one 18 inch X 24 ft 16 gauge CMP culvert located at the park entrance.

Work shall be in accordance with these Specifications and Job Special Provisions. Before submitting his Bid each Bidder will, at his own expense, familiarize himself with the work site and make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Where not specifically covered by these Specifications or Job Special Provisions, *the Contractor shall adhere to the 2004 Edition of the "Missouri Standard Specifications for Highway Construction"*.

Plans and Specifications may be purchased at the Jefferson County Parks and Recreation Department, located at 725 Maple Street, Room 202 Hillsboro, Missouri. Price for the Plans and Specifications shall be \$15 per set, non-refundable.

Bids will be received until 2:00 P.M., (CST), October 28, 2008 at the office of the County Clerk, Jefferson County Administration Center, Post Office Box 100, 729 Maple Street, Hillsboro, Missouri 63050, and should be clearly marked on the envelope "Winter Park Flood Recovery Project". All bids will be publicly opened same day at 2:00 P.M. (CST). Bids submitted via FAX will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

All bidders will be required to attend a pre-bid meeting to be held at the project site on October 21, 2008 @ 11am. The project site is located at:

**1930 Corissande Hills Road  
Fenton, MO 63026**

Each bid must be accompanied by a certified check or satisfactory bid bond payable to Jefferson County, Missouri, in the amount of five percent (5%) of the amount of the total bid as a guarantee that the successful bidder will enter into a contract and furnish the required bonds within fifteen (15) days after the award is made.

All bids shall be made on the forms provided. The County of Jefferson hereby reserves the right to reject any or all bids, to waive any informality in the bids received and to accept the bid that in its judgment will be for the best interest of Jefferson County.

The County of Jefferson hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581:76 Stat. 357) and implementing regulations.

Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County.

END BID NOTICE  
INSTRUCTIONS 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, that 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 evaluation as hereinafter provided) makes an award.

## 2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents may be obtained from the County Engineer.
- 2.2 Complete sets of the Bidding Documents shall be used in preparing Bids; The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The County in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 3. QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate qualifications 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 where the Project is located or covenant to obtain such qualification prior to award of the contract.

## 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Before submitting a Bid, each Bidder must:
  - (a) Examine the Contract Documents thoroughly,
  - (b) Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
  - (c) Familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and
  - (d) Study and carefully correlate Bidder's observations with the Contract Documents.
- 4.2 Before submitting his Bid each Bidder will, at his own expense, familiarize himself with the work site and make such investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.3 On request, the County will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.
- 4.4 The lands upon which the Work is to be performed rights-of- way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the General Conditions, General Requirements, Special Provisions or Drawings.

## 5. INTERPRETATIONS

- 5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer. Replies will be issued by Addenda mailed or delivered to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect.



## 6. CONTRACT TIME

- 6.1 The number of days within which, or the date by which, the Work is to be completed and the Bid price is to remain in effect is set forth in the Bid Form and will be included in the Agreement.

## 7. SUBSTITUTE MATERIALS AND EQUIPMENT

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

## 8. SUBCONTRACTORS, ETC.

- 8.1 No subcontract may be awarded by Contractor under this Contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall **submit with the bid the Name and Address** of the proposed subcontractor for verification. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:
1. Copy of any subcontracts;
  2. Certification by proposed subcontractor regarding equal employment opportunity;
  3. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
  4. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject. The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

## 9. BID FORM

- 9.1 The Bid Form is attached hereto; additional copies may be obtained from the County Engineer.
- 9.2 Bid Forms must be completed in ink or by typewriter. The Bidder shall indicate, in figures, a unit price for each item on the form, the product of the respective quantities and unit prices in the column provided, and the gross sum (Total Bid). In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County.
- 9.3 Bids 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 an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.4 Bids by partnerships must be executed 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.
- 9.5 All names must be typed or printed below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address to which communications regarding the Bid are to be directed must be shown.

## 10. BID SECURITY

- 10.1 Bid Security shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.
- 10.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 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 Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "effective date of the Agreement" (which is the date when the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned within seven days of the Bid opening.

## 11. SUBMISSION OF BIDS

- 11.1 **Bids shall be submitted, in triplicate**, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

## 12. MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

## 13. OPENING OF BIDS.

- 13.1 Bids will be opened publicly.
- 13.2 When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

## 14. BIDS TO REMAIN OPEN

- 14.1 All Bids shall remain open for sixty days after the day of the Bid opening, but the County may at their sole discretion, release any Bid and return the Bid Security prior to that date.

## 15. AWARD OF CONTRACT

- 15.1 The County reserves the right to reject any and all Bids, to waive any and all informalities, and the right to reject non-responsive Bids.
- 15.2 In evaluating Bids, the County shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms.
- 15.3 The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material

or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County.

- 15.4 The County may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the County's satisfaction within the prescribed time.
- 15.5 If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

## 16. LIQUIDATED DAMAGES

- 16.1 Provisions for liquidated damages, if any, are set forth in the agreement.

## 17. PERFORMANCE AND OTHER BONDS

- 17.1 Section 32 of the General Conditions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

## 18. SIGNING OF AGREEMENT

- 18.1 When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

## 19. FAILURE TO EXECUTE AGREEMENT

- 19.1 Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety or failing to execute the agreement within the time provided, resulting in a cancellation of the award to that bidder, disqualifies that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the County project or projects which are the subject of that bid, as a prime contractor, a subcontractor or a supplier.

END OF INSTRUCTIONS TO BIDDERS

# BID FORM

To: Jefferson County, Missouri

Bid For: Winter Park (Fenton Access), 2008 Flood Recovery

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the County in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Document for the Contract Price and within the Contract Time indicated in this Bid and in Accordance with the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This bid will remain open for sixty days of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of THE COUNTY'S Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that,

(a) BIDDER has examined copies of all Contract Documents and of the following addenda:

Date\_\_\_\_\_

Number\_\_\_\_\_

(Receipts of all of which is hereby acknowledged) and also copies of Invitation to Bid and the Instructions of Bidders:

(b) Bidder has examined the site and locality where the Work is to be performed, and legal requirements (FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES and REGULATIONS) and the conditions affecting cost progress of performance of the Work and has made such independent investigations as BIDDER deems necessary; and

© This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with and agreement or rules of any group, association, organization or corporation; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding to obtain for himself any advantage over the County.

4. Bidder will complete project for the following unit prices.

ITEM DESCRIPTION:

<u>Line</u>	<u>Description</u>	<u>Unit</u>	<u>Quality</u>	<u>Unit Price</u>	<u>Amount</u>
1	Temporary Erosion Control	Lump sum	600 l ft	_____	_____
2	Collect and burn debris	Lump sum	2,000 cy	_____	_____
3	Collect & remove man made material	CY	10 cy	_____	_____
4	Clear Parking-lot of sediments	Lump sum	4,500 sq yd	_____	_____
5	Collect Boulders	Lump sum	220 to 300	_____	_____
6	Replace boulders as needed	each	unknown	_____	_____
7	Grade to drain	Lump sum	unknown	_____	_____
8	Relocate boulders	Lump sum	unknown	_____	_____
9	Reconstruct Beach	Lump sum		_____	_____
	a. Remove sediments	CY	400	_____	_____
	b. Haul and spread sand	CY	400	_____	_____
10	Replace entrance gate	each	1	_____	_____
11	Replace CMP	each	1	_____	_____

**TOTAL BID \$** \_\_\_\_\_

NOTICE TO BIDDER- Bidders must complete the submitted section in its entirety.

5. Bidder agrees that the work will be complete within 35 Working Days from the Notice to Proceed Date and the work shall progress until complete or the CONTRACTOR shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to one hundred dollars (\$100.00) each working day ( excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of full completion.

6. Communications concerning this Bid Shall be addressed to the following,

Address: \_\_\_\_\_

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Document have the meanings assigned to them in the General Conditions.

## BID BOND

Suitable bid security in the amount of:

---

(\$\_\_\_\_\_) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail 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 done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

**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 Proposal 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 executed the same as his free act and deed.

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

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

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal 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\_\_\_\_\_

**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 this (as indicated in the proper spaces below) as the proposal 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 Proposal 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 Highway and Transportation Commission, as required by the Standard Specifications, Sect. 102.6 and 102.6.7.

# 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)

## 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 and in the amount of \_\_\_\_\_, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the Winter Park Flood Recovery Project # PR 2008-5. The work is generally described as follows:

The scope of this project will include the following elements:

1. Collect and burn onsite an estimated 2,000 cubic yards of natural flood debris,
2. Collect and dispose of in an approved manner an estimated 10 cubic yards of manner all man made flood debris,
3. Remove sediments from paved parking lot. The parking lot is approximately 4,500 square yards with zero to 2 inched of sediments.
4. Collect and store on site all boulders used as traffic control devices.
5. Replace boulders are of insufficient size.
6. Removal of sediments to allow drainage of the parking lot. This element will involve the grading of the area adjacent to the parking lot in a manner that will allow drainage of the parking lot **without** draining across or through the swimming beach.
7. Replacement of the traffic control devices (boulders).
8. Reconstruction of the swimming beach measuring approximately 1,400 square yards. This element involves the removal of 6 to 10 inches of sediments and placing and spreading eight inches of clean river sand.
9. Replacement of the cross member of the park entrance gate. This bid item will consist of replacing the existing gate cross member with a new cross member made of the same material as the existing gate cross member.
10. Replacement of one 18 inch X 24 ft 16 gauge CMP culvert located at the park entrance.

### ARTICLE 2. Director

The County has designated the Director of Parks and Recreation, who is hereinafter 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 Winter Park opened to traffic and ready for final payment in accordance with paragraph 23 of the General Conditions within 40 working days after the date when the Contract Time commences to run. A Notice to Proceed will be issued after contracts have been signed for the purpose of ordering materials. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the CONTRACTOR shall notify the DIRECTOR in writing. Unless the Director gives written approval for a delay in beginning the work, working days will begin to be counted the first Monday after the notice to proceed is issued.

Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County Parks and Recreation Department, not as a penalty but as liquidated damages, a sum equal to Five Hundred Dollars (\$500.00) for each working day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

#### ARTICLE 4. CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds.

**Project: Winter Park 2008 Flood Recovery  
PR PROJECT #2008-5**

<u>Line</u>	<u>Description</u>	<u>Unit</u>	<u>Quality</u>	<u>Unit Price</u>	<u>Amount</u>
1	Temporary Erosion Control	Lump sum	600 l ft	_____	_____
2	Collect and burn debris	Lump sum	2,000 cy	_____	_____
3	Collect & remove man made material	CY	10 cy	_____	_____
4	Clear Parking-lot of sediments	Lump sum	4,500 sq yd	_____	_____
5	Collect Boulders	Lump sum	220 to 300	_____	_____
6	Replace boulders as needed	each	unknown	_____	_____
7	Grade to drain	Lump sum	unknown	_____	_____
8	Relocate boulders	Lump sum	unknown	_____	_____
9	Reconstruct Beach	Lump sum		_____	_____
	a. Remove sediments	CY	400	_____	_____
	b. Haul and spread sand	CY	400	_____	_____
10	Replace entrance gate	each	1	_____	_____
11	Replace CMP	each	1	_____	_____

**TOTAL BID \$ \_\_\_\_\_**

#### ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Paragraph 26 of the General Conditions. The DIRECTOR as provided in the General Conditions will process application for Payment.

- 5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application for Payment as recommended by the 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 Specifications.
- 5.1.1 Prior to Substantial Completion payments will be in amount equal to 90% of the work completed.
- 5.1.2 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 DIRECTOR shall determine in accordance with Paragraph 26 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 26 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the DIRECTOR.

## 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 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, otherwise affecting cost, progress or performance of the Work, which were relied upon by the ENGINEER 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 Departments office for the 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 Article 9 as he 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 has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, consist of the following that are incorporated by reference or attached to this Agreement and made a part hereof:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Conditions (page 1 to 16, inclusive)
- 7.6 Specifications bearing the title Winter Park (Fenton Access) 2008 Flood Recovery Project # PR 2008-4 and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda if any.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, 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 Article 28 of the General Conditions).

#### ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement, which are defined in Article 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, his partners, successors, assigns and legal representatives to the other party hereto, his 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 this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an 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 or she presently has not 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 or 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.

ARTICLE 10. VENUE

10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

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 ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

COUNTY COMMISSION

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

PRESIDING COMMISSIONER

ATTEST: \_\_\_\_\_  
COUNTY CLERK

FOR: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

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

## 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. Where ever the Owner is specified, it shall also be construed to mean his authorized representative.
- b) "Consultant" The Engineering firm responsible for the 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 specifications for the work.
- e) "Contract Documents" The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, 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, calendar days including Sundays and Holidays

### 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 is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting 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 architects, 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. Anything stated in the specifications and not shown in the drawings, or shown in the drawings and not stated in the specifications, shall be of like effect as if shown or stated in both.

4. PLANS:

Unless otherwise provided in the Contract Documents, the Owner will furnish the Contractor free of charge, two sets of reproducible prints, and one set of unbound specifications. The Contractor will be responsible for reproducing the plans necessary to carry out all the work. In addition to the prints and printed plans and specifications noted above, the Contractor may have all remaining sets of plan used for bidding purposes excluding those for use by County personnel.

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

5. SUPERVISION AND PERSONNEL:

The Contractor shall have at the work site at all times a job supervisor. That individual shall be capable of reading and understanding the project plans and specifications, have authority to order materials and equipment, and have authority to execute work as directed by the Owner. The Contractor shall provide to the Director the name and phone numbers of the person appointed as job supervisor prior to issuance of notice to proceed.

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 the 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 failure to pay such taxes.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. Jefferson County will issue an exemption certificate to the contractors, subcontractors and suppliers for the purchase of materials used in construction.

7. USE OF JOB SITE:

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

8. SANITARY PROVISIONS:

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

#### 9. SURVEYS:

The Contractor shall provide all surveys necessary to the performance of his 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 or Consultant may, in his sole discretion, check from time to time the reference marks, lines, grades and measurements established by the Contractor but his exercise or failure to exercise such right shall not relieve the Contractor of his obligation under the preceding paragraph.

#### 10. CONDITIONS AT THE SITE:

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

The Owner may have, for its 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 own convenience, if he desires to examine it.

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

#### 11. UTILITIES 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 shall employ all necessary precautions and methods to prevent damage to utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and he shall notify the affected utility and Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds he 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 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 by the Consultant for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as he may, at his 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 and the Consultant 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 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 obligations under the preceding paragraph, the Owner reserves the right at its election to make good any damage to public or private property caused by the work of the Contractor and the cost thereof shall be borne by the Contractor.***

***In the event the Contractor refuses or fails to pay bills therefore upon presentation, the Owner may pursue any remedies available to it 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, to adjoining property owners, to other contractors or to the Owner.

The Contractor at his 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.

The Contractor shall provide watchmen or additional watchmen at any point where they may be requested by the proper official of any municipality or governmental body affected. 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 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 or use of any explosives.

### **16. OTHER CONTRACTS:**

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

### **17. CUTTING AND PATCHING:**

The Contractor shall do all cutting, fitting, or patching of his 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 rubbish, tools, equipment, scaffolding and surplus materials and shall leave his 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 Consultant, the Owner, the Missouri Department of Transportation, the Federal Highway Administration, or any other governmental agency, 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 un-worked, 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 specifications.

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 subcontractors, he 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. Acceptance 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 the Owner or Consultant, for approval, certified copies of test results made of the materials or articles, which he contemplates incorporating in the 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 rejection.

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 the 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 or Consultant.

If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, 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 for the County's review and approval subject to update. The diagram will be used as a basis for review of monthly progress reports until the project is completed. At the request of the Owner, the diagram may be updated to demonstrate actual progress.

## 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 the respective number of 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 (excluding Saturdays, Sundays, and Legal Holidays) 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 engineering costs and other tangible and intangible costs. Such damages may be at the Owner's option, be deducted from any monies 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, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purposes intended, which includes 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 beginning 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 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 County.

#### **25. FORFEITURE OF CONTRACT:**

Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen 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 days written notice to the Contractor and his 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 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 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 the expenses incurred by the Owner to the Contractor, but if such expenses 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 proposal, attached hereto and made a part of this contract.

Payment shall be made to the Contractor monthly to the value of 90 percent of the work done based upon the approved pay request. The remaining 10 percent shall be paid to the Contractor, subject to approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon delivery of a release in such form as the Owner may require by the Contractor to the Owner. The 30 days is conditional on approval of final documents and DBE goals being met when required.

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 may at its 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 to 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 the 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, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.

## 28. CHANGES:

The Owner and/or the Consultant 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 change shall be valid unless made in writing by the Owner or Consultant, and for all Federal Aid Contracts such changes shall first be approved by both the Missouri Highway and Transportation Department and the Federal Highway Administration.

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 decrease in the amount of the work for which unit prices apply under the specifications 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 Consultant orders the Contractor to proceed with the work by force account, the work will be paid for in 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 will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent if the sum thereof. The Owner or Consultant, 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 reasonable 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 his 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 rates used in determining the amount of 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 be made unless required specifically by the force account work. The actual function performed by an employee rather than his payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

The types and amounts of equipment and machinery used by the Contractor in carrying out his work under the force account order shall be in keeping with normal practice for work of a similar nature, except that the Owner or Consultant 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 ½ hour, except when the minimum rental to be paid shall be one hour. Rental time will not 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 or Consultant, towing or transporting 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 and minor items of equipment, which, as used herein, are defined 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 of 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 account work of the type called for in the original contract, the Contractor will, on presentation of substantiating evidence from his 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 inclusion of force account work is covered by the provisions 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 provisions 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 payments.

## **29. LIENS AND CLAIMS:**

In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or a 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 a 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 or claim.

Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in 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 subcontractors. 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 this paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

Final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete waiver or release by himself and his 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 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 the Consultant or relieving the Contractor from his liability as an independent contractor and, as such, he shall perform his work, including, but not limited to, supervision and control of his own personnel and scheduling of 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 or Consultant shall have the right of entry to the site for the purpose of verifying compliance with the plans and specifications.

### **31. INDEMNIFICATIONS AND INSURANCE:**

Responsibility for Claims for Damage or Injury 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:

- 31.1 The negligence of the contractor, subcontractors, suppliers or their respective officers, agents or employees;
- 31.2 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 acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- 31.3 The failure of the contractor, subcontractors, suppliers of 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. This 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 respective agents and employees may have to an action or suit by a third party.

The Contractor has sole responsibility of work, it shall be in the custody and under the charge and care of the Contractor until the County accepts the work. 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.

### **32. Liability Insurance Requirements:**

The Contractor shall procure and maintain at its 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 policies in a form acceptable to the County, and shall remain in force until all work required 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 Public Works, Jefferson County Parks and Recreation Department, 725 Maple Street, PO 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 insurance, 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.

33. Workers' Compensation Liability Insurance:

The Contractor shall furnish evidence to the County that, with respect to the operations it performs, it carries workers' 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.

34. 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.

35. 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.

36. Additional Insures:

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

**37. 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 insured's, and shall have the same separation of insured's conditions.

**38. 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.

**39. Insurance with Other Than Missouri Companies:**

Any insurance policy required as specified above, if written by and 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.

**40. 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 the 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.

**41. 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 exclusively that of the County and is not a personal duty or obligation of the individual.

**42. BOND:**

The Contractor at his expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payment 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 obligations hereunder by the Contractor and his subcontractors. The Bonds 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 condition 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 obligations hereunder, including the specifications and plans referred to therein, and such changes and alterations as may be made in said 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 the part of said Principal, his 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 subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations 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

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.

#### **43. ASSIGNMENT, SUBLETTING OR SUBCONTRACTING:**

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

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

#### **44. ROYALTIES AND PATENTS:**

The Contractor shall indemnify, defend and save harmless the Owner and the Consultant 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 or the Consultant 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 itself against loss.

#### **45. 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.

#### **46. 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.

**END OF GENERAL CONDITIONS**

## **WINTER PARK FLOOD RECOVERY PROJECT JOB SPECIAL PROVISIONS**

General Information: This endeavor is a flood recovery project subject to FEMA regulations. Engineering drawings are not provided as part of the bid documents. It is the responsibility of the bidder to become familiarized with the site, materials and quantities involved with this project to submit an accurate bid. All bidders will be required to attend a pre-bid meeting to be held at the project site October 21, 2008 @ 11am. The project site is located at:

**1930 Corissande Hills Road  
Fenton MO 63026**

The scope of this project will include the following elements:

11. Collect and burn onsite an estimated 2,000 cubic yards of natural flood debris,
12. Collect and dispose of in an approved manner an estimated 10 cubic yards of man made flood debris,
13. Remove sediments from paved parking lot. The parking lot is approximately 4,500 square yards with zero to 2 inches of sediments.
14. Collect and store on site all boulders used as traffic control devices.
15. Replace boulders that are of insufficient size.
16. Removal of sediments to allow drainage of the parking lot. This element will involve the grading of the area adjacent to the parking lot in a manner that will allow drainage of the parking lot **without** draining across or through the swimming beach.
17. Replacement of the traffic control devices (boulders).
18. Reconstruction of the swimming beach measuring approximately 1,400 square yards. This element involves the removal of 6 to 10 inches of sediments and placing and spreading eight inches of clean river sand.
19. Replacement of the cross member of the park entrance gate. This bid item will consist of replacing the existing gate cross member with a new cross member made of the same material as the existing gate cross member.
20. Replacement of one 18 inch X 24 ft 16 gauge CMP culvert located at the park entrance.

### **A. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES**

The Job Special Provisions and General Special Provisions and other requirements are contained within these Job Specifications. The Job Special Provisions, and General Special Provisions shall take preference over all other documents whenever any disagreement exists. Any reference on the project documents to the "County" is to be interpreted as Jefferson County Parks Department. It is understood that the Contractor is to follow industry-wide and accepted work and safety practices. If such practice is in conflict with any provisions within the herein Job Specification, the Contractor is notifying the County for direction.

### **B. CONSTRUCTION STAKING**

This is not a bid item. The Contractor is responsible for construction staking, establishing lines, and setting/checking of grades and slopes as necessary.

C. INSPECTION WAIVER

This is not a bid item. The County requires inspection of materials and products and requires certifications from the manufacturers or suppliers for compliance with the specifications. Supplier's material certification shall be required for the following items:

- Weight tickets
- Receipts and/or weight tickets for disposal of flood debris

Submittal – Contractor shall submit certifications, signed by the material suppliers and the Contractor, that all materials meet specification requirements. Certified weight tickets shall be provided for verification.

D. DO NOT DISTURB

This is not a bid item. The County desires to notify Contractor of the “Do Not Disturb” items. If such items listed below becomes impractical to work around please notify the County for special considerations. The list below may not be all-inclusive.

- All park signage/bulletins/gates
- Utility lines/poles
- Existing river bank protection/stabilization vegetation
- Contact station

E. PARK EQUIPMENT

The contractor may locate park equipment and or amenities on site. If items are found the contractor shall store the items on-site and notify the county of the located items. It will be the responsibility of the county to remove the items.

F. INSPECTION AND ACCESS:

The contractor shall grant Jefferson County, SEMA/FEMA, DNR or personnel representing these organizations full access and inspection of the work.

G. RESPONSIBILITY OF THE CONTRACTOR:

It is the responsibility of the contractor to provide and maintain at his/her expenses the following:

- A clean and safe work zone for both employees and inspectors.
- Payroll records as required by law.
- Copies of all permits
- All records necessary for inspection(s)
- 

H. WEATHER LINITATIONS

The contractor shall work under conditions that will facilitate the effective re-development of the park sire.

I. LAND DISTURBANCE PERMIT

Copy included in bid packet.

J. CORPS OF ENGINEERS PERMIT:

Copy included in packet.

K. The scope of this project will include the following elements:

1. **Collect and burn Flood Debris:** The contractor shall collect and burn onsite an estimated 2000 cubic yards of natural flood debris. This element shall involve collection of all natural

debris and burning the material onsite in compliance with all applicable regulations. The method used shall be pit and air-curtain. It is the responsibility of the contractor to dig the pit necessary to accomplish the task and fill in the pit upon completion. The contractor is responsible to secure the area to prevent trespassers' from entering the pit. This is a lump sum bid item.

2. **Removal of man made flood debris:** The contractor shall collect and dispose of in an approved manner an estimated 10 cubic yards of manmade flood debris. FEMA has removed all visible man made hazardous materials. If additional hazardous materials are located during the project the contractor shall dispose of the material in an approved manner. This is a cubic yard bid price.
3. **Remove sediments from parking lot.** The paved parking lot is approximately \_\_\_\_\_ square yards with zero to 2 inches of sediments. The contractor shall remove all sediments on the parking lot and shall be dispose on site at a location defined by the Department. This is a lump sum bid item.
4. **Collect and store boulders:** The contractor shall collect and store on-site approximately 220 to 300 boulders utilized as a traffic control device. Upon completion the contractor shall replace the boulders in a manner that will prevent access of vehicles into protected areas. This is a lump sum bid item.
5. **Replace boulders of insufficient size:** The disturbance of some boulders will result in some breakage resulting in a reduction of size preventing the boulders effectiveness as a traffic control device. Only boulders that measure 18 X30X30 inches or larger are to be utilized as traffic control devices. The contractor shall replace all boulders that are of insufficient size to be utilized as intended. All broken boulders of insufficient size shall be broke to a size no larger than 10 inches by 10 inches by 10 inches. The resulting material shall be evenly distributed in the drainage ditch located on the north end of the facility in a manner that will not impede water flow. This shall be a unit bid price.
6. **Grade-to-drain Park Grounds.** This element will involve the grading of the area adjacent to the asphalt parking lot in a manner that will allow drainage of the parking lot **without** draining across or through the swimming beach area. The contractor is responsible to set the finished grade no less than a 4% (four percent) slope. This element shall be completed after 100% of the flood debris has been removed from the park grounds and 100% of the sediments have been removed from the parking lot. The areas to be graded are adjacent to the parking lot and between the parking lot and beach area. The contractor shall assure that the drainage will not drain through or over the beach area. The areas are:
  - a. West of the parking lot: this area is located between the parking lot and the ditch adjacent to the county road.
  - b. East area is located between the parking lot and the swimming beach. The contractor shall set the grade to facilitate drainage of the area in a manner that will prevent the draining water from running through or across the beach area. This will require the reestablishment of a "swell" located adjacent to the parking lot to direct rainwater around the beach area. This is a lump sum bid item.
7. **Relocate boulders.** Upon completion of item six the contractor shall replace the boulders as described in item four and five. This is a no bid item. The boulders shall be relocated to prevent motorizes vehicles from entering protected areas of the park facility. All boulders shall be located no further than 52 inches apart, and no closer than 48 inches. This is a lump sum bid item.
8. **Reconstruction of the swimming beach:** The contractor shall reconstruct the swimming beach measuring approximately 1,400 square yards to a pre-flood condition. To reconstruct the beach to a pre-flood condition the contractor shall remove 6 to 10 inches of flood sediments and dispose the material on-site at a location defined by the county. The

contractor shall place and grade the removed sediment material to match surrounding grade of the deposit area. After the flood sediments have been removed the contractor shall place and spread eight inches of river sand on the beach area. This bid item shall be a lump sum bid item.

9. **Replacement of the entrance gate.** The contractor shall remove and replace the cross member of the park entrance gate. The replacement cross member shall be made of the same material as the existing cross member and utilize the existing end posts. This is a lump sum bid item
10. **One CMP culvert furnish and install:** This bid item is located at the park entrance. The function is to allow drainage under the park entrance. This bid item is located at the park entrance. This bid item will require the removal of asphalt; fill rock, and the existing culvert. Then the new 16 gauge CMP shall be located at the appropriate elevation to facilitate drainage, back filled with rock and new asphalt replaced. This is a lump sum bid item.
11. **Mobilization and Demobilization:** This is not a bid item and any cost to the contractor associated with mobilization and /or demobilization of equipment should be included and spread out in the unit prices of all the bid items.



### BID COST SUMMARY SHEET

<u>Line</u>	<u>Description</u>	<u>Unit</u>	<u>Quality</u>	<u>Unit Price</u>	<u>Amount</u>
1	Temporary Erosion Control	Lump sum	600 l ft	_____	_____
2	Collect and burn debris	Lump sum	2,000 cy	_____	_____
3	Collect & remove man made material	CY	10 cy	_____	_____
4	Clear Parking-lot of sediments	Lump sum	4,500 sq yd	_____	_____
5	Collect Boulders	Lump sum	220 to 300	_____	_____
6	Replace boulders as needed	each	unknown	_____	_____
7	Grade to drain	Lump sum	unknown	_____	_____
8	Relocate boulders	Lump sum	unknown	_____	_____
9	Reconstruct Beach	Lump sum		_____	_____
	a. Remove sediments	CY	400	_____	_____
	b. Haul and spread sand	CY	400	_____	_____
10	Replace entrance gate	each	1	_____	_____
11	Replace CMP	each	1	_____	_____

**TOTAL BID \$** \_\_\_\_\_

## PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT

**\*\*\* NOW IN EFFECT \*\*\***

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at [http://www.dolir.mo.gov/ls/faq/faq\\_PublicWorksEmployment.asp](http://www.dolir.mo.gov/ls/faq/faq_PublicWorksEmployment.asp) or view the statute 290.550 - 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.

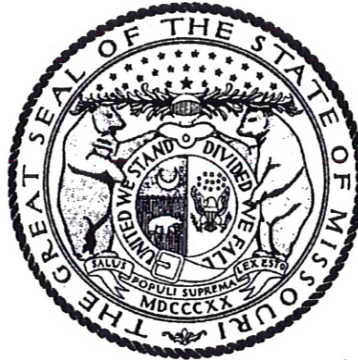
Nonrestrictive states, which includes the District of Columbia and the territories, and the words "United States" includes such district and territories, as of January 2008 are: Alabama, American Samoa, Arkansas, Georgia, Guam, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Northern Mariana Islands, Ohio, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

[Close](#)

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

## Annual Wage Order No. 15

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 \_\_\_\_\_

Paul Buckley, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2008

Last Date Objections May Be Filed: April 9, 2008

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$31.24	55	60	\$14.61
Boilermaker			\$31.10	57	7	\$18.90
Bricklayers-Stone Mason	6/08		\$29.75	72	5	\$15.80
Carpenter	5/08	e	\$32.27	77	41	\$10.36
Cement Mason	5/08		\$29.38	80	6	\$12.45
Electrician (Inside Wireman)	6/08		\$33.10	82	7	\$7.56 + 40.75%
Communication Technician			\$28.50	44	47	\$6.13 + 28.75%
Elevator Constructor		a	\$38.715	26	54	\$17.675
Operating Engineer						
Group I	5/08		\$28.17	3	66	\$17.29
Group II	5/08		\$28.17	3	66	\$17.29
Group III	5/08		\$22.81	3	66	\$17.29
Group III-A	5/08		\$28.17	3	66	\$17.29
Group IV	5/08		\$22.81	3	66	\$17.29
Group V	5/08		\$22.81	3	66	\$17.29
Pipe Fitter	7/08		\$33.00	91	69	\$19.68
Glazier			\$30.14	87	31	\$17.13 + 13.2%
Laborer (Building):						
General		b	\$22.92	73	7	\$8.73
First Semi-Skilled		d	\$24.04	73	7	\$8.73
Second Semi-Skilled		c	\$23.42	73	7	\$8.73
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter	5/08		\$28.43	92	26	\$10.15
Marble Mason	5/08		\$28.62	76	51	\$10.98
Millwright	5/08		\$32.27	77	41	\$10.36
Iron Worker	8/08		\$30.18	11	8	\$16.675
Painter	9/08		\$29.58	104	12	\$10.51
Plasterer	7/08		\$27.36	67	3	\$12.60
Plumber	7/08		\$33.00	91	69	***\$19.68
Pile Driver			USE CARPENTER RATE			
Roofer			\$27.35	15	73	\$13.00
Sheet Metal Worker	8/08		\$33.40	32	25	\$18.59
Sprinkler Fitter	9/08		\$35.73	66	18	\$16.20
Terrazzo Worker	5/08		\$32.53	116	5	\$4.35
Tile Setter	5/08		\$28.62	76	51	\$10.98
Truck Driver-Teamster						
Group I	5/08		\$26.605	83	17	\$8.14
Group II	5/08		\$26.805	83	17	\$8.14
Group III	5/08		\$26.905	83	17	\$8.14
Group IV	5/08		\$26.905	83	17	\$8.14
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

\*\*\*Due to a clerical error, the Total Fringe Benefits for Plumber issued in Annual Wage Order No. 15 was incorrect. The Total Fringe Benefits should have been \$19.18.



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

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

Use Building Construction Rates on Building(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 - \$22.92; Projects under \$1 Million - \$20.77

c - Projects over \$1 Million - \$23.42.; Projects under \$1 Million - \$21.27

d - Projects over \$1 Million - \$24.04; Projects under \$1 Million - \$22.29

\*e - Projects over \$1 Million - \$32.27; Projects under \$1 Million - \$27.18

**JEFFERSON COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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



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

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

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

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

**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate. 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 or forty (40) hours per week 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 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 (1½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.



**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 following Monday. 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:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.



OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over- Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/08	\$32.12	23	16	\$10.21
Millwright	5/08	\$32.12	23	16	\$10.21
Pile Driver Worker	5/08	\$32.12	23	16	\$10.21
OPERATING ENGINEER					
Group I	5/08	\$28.17	10	9	\$17.28
Group II	5/08	\$28.17	10	9	\$17.28
Group III	5/08	\$26.87	10	9	\$17.28
Group IV	5/08	\$23.41	10	9	\$17.28
Oiler-Driver	5/08	\$23.87	10	9	\$17.28
LABORER					
General Laborer	5/08	\$25.47	2	4	\$8.88
Skilled Laborer	5/08	\$26.07	2	4	\$8.88
TRUCK DRIVER-TEAMSTER					
Group I	5/08	\$28.18	22	19	\$8.65
Group II	5/08	\$28.29	22	19	\$8.65
Group III	5/08	\$28.33	22	19	\$8.65
Group IV	5/08	\$28.40	22	19	\$8.65

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 (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. 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 where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.



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

## 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	\$33.68	\$4.75 + 42%
*Lineman Operator	\$29.08	\$4.75 + 42%
*Groundman	\$22.48	\$4.75 + 42%

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

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

### UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$33.68	\$4.75 + 39.05%
*Lineman Operator	\$29.08	\$4.75 + 39.05%
*Groundman	\$22.48	\$4.75 + 39.05%

**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.

\*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 15

9/08



