

REQUEST FOR BIDS

Sealed bid proposals labeled "***Victorian Plaza Fountain Replacement***" will be received by the City Clerk for the City of Ferguson, 110 Church Street, Ferguson, Missouri 63135, until **11:00 am, CST** on **Tuesday, September 29, 2015** at which time they will be publicly opened and read aloud. Bids received after said time will be returned unopened. All bids shall be submitted in triplicate in an envelope marked "***Victorian Plaza Fountain Replacement***".

The Scope of Work includes:

➤ ***RENOVATE FOUNTAIN AT VICTORIAN PLAZA (20 S. FLORISSANT ROAD)***

Not less than the prevailing hourly rates of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by court on appeal, shall be paid to all workers performing work under this Contract.

A 5% security in the form specified must accompany each bid.

No bid may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids.

Payments for work completed shall be processed and paid on a monthly basis.

The City intends to issue the Notice to Proceed for this work in **September, 2015**.

The City reserves the right to reject any or all bids and to waive any irregularities in the best interest of the City.

Bid packages will be available from the Recreation Department 1050 Smith Avenue, Ferguson, MO 63135

CITY OF FERGUSON
ST. LOUIS COUNTY, MISSOURI

Specifications for Victorian Plaza Fountain Replacement

- *DEMOLISH EXISTING BASIN AND BRICK COPING*
- *REMOVE ALL DEBRIS FROM SITE*
- *INSTALL SLICK-TROWELED CONCRETE BASIN TO MATCH EXISTING DIMENSIONS*
- *REPLACE BRICK COPING WITH CONCRETE COPING*
- *INCLUDE PRIMING AND EPOXY PAINTING ONCE CONCRETE CURES*
- *INSTALL SKIMMER AND DRAIN*
- *ADD WATER JET FOUNTAIN*
- *INSTALL DEDICATED FOUNTAIN NOZZLE*
- *INSTALL LED UNDERWATER LIGHT*
- *INSTALL RECIRCULATION PUMP IN PIT*
- *INSTALL OFF-LINE CHLORINATOR IN PIT*
- *PROVIDE A FIVE (5) YEAR NDL WARRANTY*



PUBLIC WORKS DEPARTMENT

INSTRUCTIONS TO BIDDERS STANDARD BIDDING DOCUMENTS: CONTRACTORS REFERENCE GUIDE

INSTRUCTIONS TO BIDDERS

ARTICLE 1

STATE OF MISSOURI LABOR PROVISIONS

1.1 PREVAILING WAGE

- 1.1.1 The Contractor shall comply in all respects with the provisions of Sections 290.210 through 290.340 RSMo. and shall pay to all workmen performing work under this contract not less than the prevailing hourly rate of wages determined by the Department of Labor and Industrial Relations.
- 1.1.2 Please note that the excessive unemployment requirements are 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.
- 1.1.3 Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, U.S. Virgin Islands, West Virginia and Wyoming.
- 1.1.4 The Contractor and each subcontractor shall keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed the number of hours worked by each workman, and the actual wages paid therefore. The payroll records required to be so kept shall be open for inspection by any authorized representative of the department of local, state and federal governments at any reasonable time and as often as may be necessary, and such records shall not be destroyed or removed from the State of Missouri for a period of one year following completion of the contract.
- 1.1.5 The Contractor is advised that the prevailing hourly rate of wages is subject to change by the Department of labor and Industrial Relations during the life of this contract, and such change shall not be the basis of any claim by the Contractor against the City.
- 1.1.6 A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed under this contract shall be kept posted in a prominent and easily accessible place at the contract site by each Contractor and subcontractor and such notice shall remain posted during the full term that any such workmen shall be employed under this contract.
- 1.1.7 The Contractor, in accordance with Section 290.250 RSMo, shall forfeit as a penalty to the City \$10.00 for each workman employed for each calendar day or portion thereof if such workman is paid less than the stipulated rate for any work under this contract by him or by any subcontractor under him, and the City, in accordance with the provisions of Section 290.250 RSMo, shall withhold and retain there from all sums and amounts due and owing as the result of any violation of Section 290.210 through 290.345, RSMo.
- 1.1.8 The Contractor is further advised that in accordance with City's request to ascertain the prevailing hourly rate of wages for workmen required to perform the work required by the contract and pursuant to Sections 290.210 to 290.340, RSMo, the Department of Labor and Industrial Relations Commission of Missouri, being duly informed and having considered the matter, determines, declares and certifies to the City as follows:

1. That the general prevailing hourly rate of wages for heavy construction work in said City for each of the crafts or types of workmen, listed on the attached rate of schedules, are the prevailing straight time hourly wage rates for said City for the project or construction contract named and described in the caption thereof.
2. That the straight time hourly rates do not include any possible payments made by Contractor for pension funds or health and welfare funds, or for other purposes. That "Prevailing Hours of Labor" for all classifications of laborers, workmen and mechanics to be employed on side contemplated construction work are eight (8) hours per day and forty (40) hours per week.
3. That general prevailing hourly rates for legal holidays and overtime work are shown on the attached wage rate schedules for the crafts listed thereof, as certified in Wage Determination No. 16.

1.2 AUTHORIZED WORKERS

- 1.2.1 Pursuant to Section 285.530 R.S.Mo., as a condition of the award of any contract in excess of \$5,000.00, the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
- 1.2.2 By submitting a bid for this Project, Contractor acknowledges that Section 285.530 R.S.Mo. prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 R.S.Mo. and that it will not knowingly employ, hire, for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

1.3 SAFETY TRAINING

- 1.3.1 This Project is subject to the requirements of Section 292.675 R.S.Mo. which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractor shall require all of its subcontractors to comply with the requirements of Section 292.675 R.S.Mo.
- 1.3.2 Pursuant to Section 292.675 R.S.Mo., Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without such construction training. The penalty shall not begin to accrue until the time periods set forth above have elapsed.
- 1.3.3 In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 R.S.Mo., has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor.

ARTICLE 2

DEFINITIONS

- 2.1 Bidding Documents include the Invitation to Request for Bid, Instructions to Bidders, the Bid form, and any Addenda issued prior to receipt of bids. The Bidding Documents proposed for the Work consists of the Specifications, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, the Specifications, the Construction Schedule, all Addenda, and all Modifications.
- 2.2 Addenda are written or graphic instruments issued prior to the opening of bids execution of the City-Contractor Agreement, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 2.3 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 2.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- 2.5 An Alternate Bid is an amount stated in the Bid to be considered in place of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 2.6 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.
- 2.7 A Bidder is a person or entity who submits a Bid.
- 2.8 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

ARTICLE 3

BIDDER'S REPRESENTATIONS

- 3.1 Each Bidder by making his Bid represents and warrants that:
- 3.2 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- 3.3 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
- 3.4 His Bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

ARTICLE 4

BIDDING DOCUMENTS

4.1 COPIES

- 4.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 4.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

4.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 4.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 4.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request that shall reach the City at least seven (7) days prior to the date for receipt of Bids.
- 4.2.3 Any interpretation, or correction of change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 4.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

4.3 SUBSTITUTIONS

- 4.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality that must be met by any proposed substitution.
- 4.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, in its sole discretion, may approve or reject the proposed substitute. If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 4.3.3 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

4.4 ADDENDA

- 4.4.1 Addenda will be mailed or delivered to all that are known by the City to have received a complete set of Bidding Documents.
- 4.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- 4.4.3 No addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 4.4.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his Bid.

ARTICLE 5

BIDDING PROCEDURE

5.1 FORM AND STYLE OF BIDS

- 5.1.1 These Contract Documents include a complete set of bidding and contract forms that are for the convenience of bidders and are not to be detached from the contract documents, filled out, or executed. Separate copies of bid forms are furnished for that purpose. All bids must be submitted on the Bid Form provided in triplicate.
- 5.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 5.1.3 Where so indicated by the make-up of the Bid Form, dollar amount shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.
- 5.1.4 The signer of the Bid must initial any interlineations, alterations or erasures.
- 5.1.5 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner. If bidder wishes to qualify his bid, he may do so on separate sheet. The proposed qualification is not binding on the City and may be waived by the City at its sole discretion.
- 5.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

5.2 BID SECURITY

- 5.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and Surety Company and payable to the City of Ferguson, Missouri, in the amount of not less than ten percent (5%) of the Base Bid. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance and payment bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.
- 5.2.2 The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed or the performance and payment bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly within 14 days after the bid opening execution of the contract with the successful bidder.

5.3 SUBMISSION OF BIDS

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

1. a designation of the Work, item by item, including the related dollar amount and total dollar amount, to be performed by the Bidder with his own forces ,which shall be a minimum of 51%;
2. the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
3. "Subcontractor Approval Form" for each and every proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
4. "Superintendent Submittal Form" for the name of the person selected as superintendent and his qualifications.

5.3.2 All copies of the Bid, the Bid Bond and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to **City Clerk, City of Ferguson, 110 Church Street, Ferguson, Missouri 63135**. The envelope shall be identified as "**Victorian Plaza Fountain Replacement**" along with the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "**SEALED BID ENCLOSED**" on the face thereof.

5.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the invitation to Bid, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within thirty (30) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

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

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

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

5.4.5 If within twenty-four (24) hours after bids are opened, any bidder files a duly signed, written notice with the Director of Public Works along with supporting documents that demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake (other than judgment) in the preparation of its bid, that bidder may be allowed to withdraw its bid and the bid security will be returned at the sole discretion of the Director of Public Works.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

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

6.2 REJECTION OF BIDS

6.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to re-bid the Work at a later date if all Bids are rejected. Deviations in a unit price which are greater than 25% of the average unit price for the total present bid of a specific line item may be the basis for rejection of a bid.

6.3 ACCEPTANCE OF BID (AWARD)

6.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any Bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the Work in accordance with the Contract.

6.3.2 It is the intent of the City to award the Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in the City's own best interests.

6.3.3 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted. Acceptance of Alternates is at the sole discretion of the City. Each bid alternate may be considered separately; the Contractor is not to rely on acceptance of any alternate bids.

ARTICLE 7

POST BID INFORMATION

7.1 SUBMITTALS

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

7.1.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 6.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

7.1.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Subparagraph 7.1.2 must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

ARTICLE 8

AWARD OF CONTRACT

- 8.1 Following receipt to the satisfaction of the City of all information required under Paragraph 7.1 above, the City shall mail to the successful Bidder the Notice of Award of the Contract.
- 8.2 Within ten (10) working days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Bonds required by Paragraph 9.1 below and the Certificates of Insurance required by the General Conditions of Contract. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

ARTICLE 9

PERFORMANCE AND PAYMENT BOND

- 9.1 BOND REQUIREMENTS
 - 9.1.1 The successful Bidder shall furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and the payment of all obligations arising thereunder in such form as the City may prescribe. The cost of such bond shall be included in the bid. The surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner.
- 9.2 TIME OF DELIVERY AND FORM OF BONDS
 - 9.2.1 The Bidder shall deliver the required bond to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bond will be furnished.
 - 9.2.2 The issuing Surety shall be a corporate surety company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the City of Ferguson. A rating in the "A" category from Best's or from Standard and Poor's shall constitute recognized standing. The Surety shall attach a certified and current copy of its authority to do insurance business from the State of Missouri.
 - 9.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
- 9.3 WARRANTY
 - 9.3.1 The successful Bidder shall warrant to the City that all materials, equipment and workmanship furnished under the contract will be as specified and will be free from defects for a period of one year from the date of final acceptance by the City. The City shall retain the Performance and Payment Bond for the one-year guarantee period.

Ferguson Public Works Bid Sheet

PROJECT NAME: VICTORIAN PLAZA FOUNTAIN REPLACEMENT

(Submit Sealed Bid Packet Conspicuously Labelled As Sealed Bid for Project Noted Above)

PROPOSAL FOR FURNISING LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR IMPROVEMENT

Attn: City Clerk

In conformity with the foregoing Instructions to Bidders and General Conditions of Contract,
the undersigned

(insert name of company submitting bid here)

does hereby submit the following proposal for furnishing all of the labor, materials, tools and equipment necessary to complete the project named on this bid sheet in accordance with plans and specifications now on file with the Municipal Services Manager of the City of Ferguson, Missouri as shown on the following page. It is understood and agreed that all of the work indicated on this bid sheet will be let to the bidder whose aggregate bid for all items is most advantageous to the City and that the various items will not be let separately and that the City will pay the successful bidder out of City funds (unless otherwise noted). Enclosed find certified check, cashiers check or bid bond for 5 percent of bid as evidence of good faith in making this bid as provided and required. Should the undersigned company refuse or fail to execute contract bond as provided for by Ordinance, this check or bond is to be forfeited to the City of Ferguson as liquidated damages.

Respectfully Submitted,

Signature

Ferguson Public Works Bid Sheet

PROJECT NAME: VICTORIAN PLAZA FOUNTAIN REPLACEMENT

(Submit Sealed Bid Packet Conspicuously Labelled As Sealed Bid for Project Noted Above)

FROM

Company Name:

Address:

Telephone:

Fax:

Contact Person

Federal ID (Tax #)

TO

City Clerk

City of Ferguson

110 Church Street

Ferguson, Missouri 63135

Phone: (314) 524-5197

Fax: (314) 524-5077

Contact Person: Toni Roper

Bid Packet Due Date: Tuesday, September 29, 2015 @ 11:00 am

SUBCONTRACTOR APPROVAL FORM

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

1. Name of Bidder: _____

2. Address of Bidder: _____

City	State	Zip	Phone
------	-------	-----	-------

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

A. Total of Above

B. Total Bid Amount

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)

Name-Authorized Officer of Bidder

Signature-Officer Bidder

Date

SUPERINTENDENT SUBMITTAL FORM

The following person and qualifications are hereby submitted for the position of SUPERINTENDENT of the Work under the present Bid, for the present Bidder, as specified in the General Conditions, Article 3, Section 3.6 of the Contract Documents. The incomplete submittal of this Form may be the basis for a rejection of the present Bid.

CONTRACTOR: _____

SUPERINTENDENT

NAME: _____

TELEPHONE NUMBERS:

DAYTIME: _____ MOBILE: _____ EMERGENCY: _____

PAGER: _____

YEARS IN PRESENT EMPLOYMENT: _____

QUALIFICATIONS AND PREVIOUS EXPERIENCE:

I hereby verify that the above information is correct and true and that the above person shall be the present Bidder's Superintendent and shall not be changed except at the written consent of the City of Ferguson:

Signed: _____

Title: _____

Contractor: _____

Approved: _____

Title: _____

Date: _____

SAMPLE

SUPERINTENDENT WORK HISTORY

NAME
ADDRESS
CITY, STATE, ZIP
HOME PHONE

EDUCATION:

Elementary School (1-8)

High School (9-12) Emphasis in science and math

Local 42 Laborer's Union - Courses in blueprint reading and supervision

OSHA - Job safety course

JOB HISTORY:

Laborer - 1975-1977 - ABC Construction - Immediate Supervisor, Sam Jones. Worked in all aspects of home building from project layout to sewer installations to finished product.

Laborer 1977-1979 - ABC Construction - Immediate Supervisor, Sam Jones. Worked in layout and installation of footings and foundations for all types of construction.

Laborer/Grade Checker - 1979-1980 - ABC Construction - Immediate Supervisor, Sam Jones. Worked on establishing and maintaining rock grades for highway construction.

Laborer - 1980-1983 - XYZ Construction - Immediate Supervisor - Joe Smith. Worked on sewer installation and repair.

Laborer/Foreman - 1984-1988 - XYZ Construction - Immediate Supervisor - Joe Smith. Worked on multiple unit housing. I ran a crew of 8 men. Scheduled set-up and completed all aspects of building construction.

Superintendent - 1988-Present - Fred Weber Construction Co., Inc. - Immediate Supervisor - Joe Smith. Ran road construction, sewer construction and excavation projects.

PROJECTS:

Kehrs Mill Road, City of Ballwin; removal and replacement of 1500 feet of road including installation of 300 feet of storm sewer.

Lake Lorrain, Hillsboro, MO; raise dam and install gabion stabilization for spillway.

Henry Oaks, Manchester, MO; storm and sanitary sewer installation.

Ballwin Golf Course, Ballwin, MO; over 500 feet of creek bank stabilization using gabion baskets and over 200 feet of lake stabilization and spillway installation using gabion baskets and mattresses.

Lindy Road, Manchester, MO; over 1500 feet of pavement removal, subgrade stabilization and road replacements.

BIDDER'S ACKNOWLEDGMENT

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

STATE OF MISSOURI)
) ss.
CITY OF FERGUSON)

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 foregoing Bid with full knowledge and understanding of all its
terms and provisions and of the plans and Specifications; that the correct legal name and
address of the Bidder (including those of all partners or joint venturers) is fully and correctly set
out above; that all statements made therein by or for the Bidder are true; and

(is a sole individual) acknowledged that he executed the same as his/her 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 partners or joint venturers;

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

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

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

(SEAL)

Notary Public

My commission expires:

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 venturer (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 the 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 spaces below) as the Bid of a

() sole individual () partnership () joint venture
() corporation, incorporated under the laws of the State of _____

Dated _____, 20____

Name of individual, all
partners or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business
in Missouri:

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

ATTEST: (SEAL)

Secretary BY _____
Title

NOTE: If Bidder is doing business under a FICTITIOUS NAME, the Bid shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed under the Secretary of State, as required by Sections 217.200 to 417.230, R.S.Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it should procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by law. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Ferguson City Clerk.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

SIGNED:

Title

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

SEAL OF NOTARY

Notary Public

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as "Principal," and as "Surety," are held and firmly bound unto the CITY OF FERGUSON, MISSOURI, hereinafter called the "City," in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has entered into a contract with City for _____ a copy of which contract is by this reference made a part hereof;

NOW, THEREFORE, if the Principal shall faithfully and properly perform all of the undertakings, covenants, terms, conditions and provisions of said contract, including, without limitation the prevailing wage clause of said contract, and shall faithfully and properly perform all of the undertakings, covenants, terms, conditions and provisions of any and all authorized modifications of said contract that may be made, and if the Principal shall promptly pay for all labor, materials, tools, equipment, machinery, repairs on machinery and all insurance premiums, and services, ("labor, materials and services") employed or used in connection with the work under said contract whether by subcontractors or otherwise, and including without limitation, payment in accordance with the prevailing wage clause of said contract, then this obligation shall be void, otherwise to remain in full force and effect. The Principal and Surety jointly and severally agree that this Bond, and the undertakings contained herein, are for the benefit of City and any person, firm or corporation furnishing labor, materials or services and that same may be used on by the City or by any such person, firm or corporation furnishing labor, materials or services. The Principal and Surety jointly and severally agree that the provisions of this Bond for the payment of labor, materials and services are executed pursuant to Section 107.170, RSMo.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20 _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

ATTEST:

Power of Attorney to be attached

September 4, 2015

St. Louis Countian

Attn: Classified Advertisements (e-mail: StLouis@molawyersmedia.com)

One-day advertisement in the St. Louis Countian for Thursday, September 10, 2015

Affidavit of Publication Required

Contact and Billing address:

Toni Roper

City of Ferguson

1050 Smith Avenue

Ferguson, Missouri 63135

314-524-5197, fax: 314-524-5077

Please confirm receipt and placement of advertisement

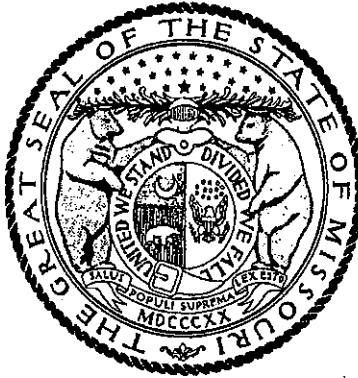
Wording:

The City of Ferguson is accepting sealed bids until 11:00 AM on Tuesday, September 29, 2015 labeled **“Victorian Plaza Fountain Replacement”**. For copies of bid specifications, please call 314-524-5197. EOE.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 100
ST. LOUIS COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.06	55	60	\$20.71
Boilermaker			\$32.21	126	7	\$29.20
Bricklayer and Stone Mason			\$31.86	72	5	\$20.32
Carpenter	6/15		\$36.34	77	41	\$15.75
Cement Mason	6/15		\$30.56	80	6	\$17.30
Communication Technician			\$30.35	44	47	\$9.53 + 31.50%
Electrician (Inside Wireman)	8/15		\$34.20	82	71	\$10.78 + 39.5%
Electrician (Outside-Line Construction\Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor	8/15	a	\$45.09	26	54	\$30.005
Glazier	6/15		\$33.13	87	31	\$19.58 + 10.53%
Ironworker	8/15		\$32.88	11	8	\$23.825
Laborer (Building):						
General			\$30.57	97	26	\$14.02
First Semi-Skilled			\$30.31	114	27	\$14.02
Second Semi-Skilled			\$29.92	109	3	\$13.72
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$31.08	92	26	\$15.45
Marble Mason			\$31.49	76	51	\$12.39
Marble Finisher			\$25.83	76	51	\$12.56
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		\$32.16	3	66	\$24.16
Group II	6/15		\$32.16	3	66	\$24.16
Group III	6/15		\$30.26	3	66	\$24.16
Group III-A	6/15		\$32.16	3	66	\$24.16
Group IV	6/15		\$26.80	3	66	\$24.16
Group V	6/15		\$26.80	3	66	\$24.16
Painter			\$30.80	104	12	\$13.56
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	7/15		\$37.00	91	69	\$26.68
Plasterer	7/15		\$31.06	67	3	\$17.53
Plumber	7/15		\$37.00	91	69	\$26.68
Roofer \ Waterproofer			\$30.70	15	73	\$16.67
Sheet Metal Worker			\$38.52	32	25	\$21.58
Sprinkler Fitter - Fire Protection			\$40.88	66	18	\$21.30
Terrazzo Worker	6/15		\$32.11	116	5	\$13.37
Terrazzo Finisher			\$29.98	116	5	\$10.61
Tile Setter			\$31.49	76	51	\$12.39
Tile Finisher			\$25.83	76	51	\$12.56
Traffic Control Service Driver			\$27.35	83	17	\$9.045
Truck Driver-Teamster			\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

Building Construction Rates for ST. LOUIS COUNTY Footnotes

Section 100

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

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

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

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

ST. LOUIS COUNTY BUILDING CONSTRUCTION OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per work week.

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

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1 1/2) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1 1/2) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1 1/2) times the regular hourly wage scale.

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

ST. LOUIS COUNTY BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 1/2). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1 1/2) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 1/2 of base shift rate. Saturday regular work day hours – 1 1/2 of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

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

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 1/2) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 1/2) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1 1/2 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 (1 1/2) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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

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

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

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

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

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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

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

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

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

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

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

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

ST. LOUIS COUNTY BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

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

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

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

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

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

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

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$36.34	11	7	\$15.75
Cement Mason	6/15	\$30.56	17	11	\$17.30
Electrician (Outside-Line Construction\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$24.74	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$19.60	32	31	\$5.00 + 23%
勞工					
General Laborer		\$30.57	16	10	\$14.02
Millwright	6/15	\$36.34	11	7	\$15.75
Operating Engineer					
Group I	6/15	\$32.16	10	9	\$24.16
Group II	6/15	\$32.16	10	9	\$24.16
Group III	6/15	\$30.86	10	9	\$24.16
Group IV	6/15	\$27.40	10	9	\$24.16
Oiler-Driver	6/15	\$27.86	10	9	\$24.16
Pile Driver	6/15	\$36.34	11	7	\$15.75
Traffic Control Service Driver		\$27.35	26	25	\$9.045
Truck Driver-Teamster		\$30.41	25	21	\$10.82

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

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

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

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 1/2) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 1/2) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 1/2) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1 1/2). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.70 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

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

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

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

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

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

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

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

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

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

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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

Ferguson Public Works Bid Sheet

PROJECT NAME: VICTORIAN PLAZA FOUNTAIN REPLACEMENT

(Submit Sealed Bid Packet Conspicuously Labelled As Sealed Bid for Project Noted Above)

PROPOSAL FOR FURNISING LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR IMPROVEMENT

Attn: City Clerk

In conformity with the foregoing Instructions to Bidders and General Conditions of Contract,
the undersigned

(insert name of company submitting bid here)

does hereby submit the following proposal for furnishing all of the labor, materials, tools and equipment necessary to complete the project named on this bid sheet in accordance with plans and specifications now on file with the Municipal Services Manager of the City of Ferguson, Missouri as shown on the following page. It is understood and agreed that all of the work indicated on this bid sheet will be let to the bidder whose aggregate bid for all items is most advantageous to the City and that the various items will not be let separately and that the City will pay the successful bidder out of City funds (unless otherwise noted). Enclosed find certified check, cashiers check or bid bond for 5 percent of bid as evidence of good faith in making this bid as provided and required. Should the undersigned company refuse or fail to execute contract bond as provided for by Ordinance, this check or bond is to be forfeited to the City of Ferguson as liquidated damages.

Respectfully Submitted,

Signature

Ferguson Public Works Bid Sheet

PROJECT NAME: VICTORIAN PLAZA FOUNTAIN REPLACEMENT

(Submit Sealed Bid Packet Conspicuously Labelled As Sealed Bid for Project Noted Above)

FROM

Company Name:

Address:

Telephone:

Fax:

Contact Person

Federal ID (Tax #)

TO

City Clerk

City of Ferguson

110 Church Street

Ferguson, Missouri 63135

Phone: (314) 524-5197

Fax: (314) 524-5077

Contact Person: Toni Roper

Bid Packet Due Date: **Tuesday, September 29, 2015 @ 11:00 am**

SUBCONTRACTOR APPROVAL FORM

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

1. Name of Bidder: _____

2. Address of Bidder: _____

City	State	Zip	Phone
------	-------	-----	-------

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

A. Total of Above

B. Total Bid Amount

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)

Name-Authorized Officer of Bidder

Signature-Officer Bidder

Date

SUPERINTENDENT SUBMITTAL FORM

The following person and qualifications are hereby submitted for the position of SUPERINTENDENT of the Work under the present Bid, for the present Bidder, as specified in the General Conditions, Article 3, Section 3.6 of the Contract Documents. The incomplete submittal of this Form may be the basis for a rejection of the present Bid.

CONTRACTOR: _____

SUPERINTENDENT

NAME: _____

TELEPHONE NUMBERS:

DAYTIME: _____ MOBILE: _____ EMERGENCY: _____

PAGER: _____

YEARS IN PRESENT EMPLOYMENT: _____

QUALIFICATIONS AND PREVIOUS EXPERIENCE:

I hereby verify that the above information is correct and true and that the above person shall be the present Bidder's Superintendent and shall not be changed except at the written consent of the City of Ferguson:

Signed: _____

Title: _____

Contractor: _____

Approved: _____

Title: _____

Date: _____

SAMPLE

SUPERINTENDENT WORK HISTORY

NAME
ADDRESS
CITY, STATE, ZIP
HOME PHONE

EDUCATION:

Elementary School (1-8)
High School (9-12) Emphasis in science and math
Local 42 Laborer's Union - Courses in blueprint reading and supervision
OSHA - Job safety course

JOB HISTORY:

Laborer - 1975-1977 - ABC Construction - Immediate Supervisor, Sam Jones. Worked in all aspects of home building from project layout to sewer installations to finished product.

Laborer 1977-1979 - ABC Construction - Immediate Supervisor, Sam Jones. Worked in layout and installation of footings and foundations for all types of construction.

Laborer/Grade Checker - 1979-1980 - ABC Construction - Immediate Supervisor, Sam Jones. Worked on establishing and maintaining rock grades for highway construction.

Laborer - 1980-1983 - XYZ Construction - Immediate Supervisor - Joe Smith. Worked on sewer installation and repair.

Laborer/Foreman - 1984-1988 - XYZ Construction - Immediate Supervisor - Joe Smith. Worked on multiple unit housing. I ran a crew of 8 men. Scheduled set-up and completed all aspects of building construction.

Superintendent - 1988-Present - Fred Weber Construction Co., Inc. - Immediate Supervisor - Joe Smith. Ran road construction, sewer construction and excavation projects.

PROJECTS:

Kehrs Mill Road, City of Ballwin; removal and replacement of 1500 feet of road including installation of 300 feet of storm sewer.

Lake Lorrain, Hillsboro, MO; raise dam and install gabion stabilization for spillway.

Henry Oaks, Manchester, MO; storm and sanitary sewer installation.

Ballwin Golf Course, Ballwin, MO; over 500 feet of creek bank stabilization using gabion baskets and over 200 feet of lake stabilization and spillway installation using gabion baskets and mattresses.

Lindy Road, Manchester, MO; over 1500 feet of pavement removal, subgrade stabilization and road replacements.

BIDDER'S ACKNOWLEDGMENT

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

STATE OF MISSOURI)
) ss.
CITY OF FERGUSON)

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 foregoing Bid with full knowledge and understanding of all its
terms and provisions and of the plans and Specifications; that the correct legal name and
address of the Bidder (including those of all partners or joint venturers) is fully and correctly set
out above; that all statements made therein by or for the Bidder are true; and

(is a sole individual) acknowledged that he executed the same as his/her 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 partners or joint venturers;

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

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

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

(SEAL)

Notary Public

My commission expires:

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 venturer (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 the 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 spaces below) as the Bid of a

() sole individual () partnership () joint venture
() corporation, incorporated under the laws of the State of _____

Dated _____, 20_____

Name of individual, all
partners or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business
in Missouri:

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

ATTEST: (SEAL)

Secretary

BY _____
Title

NOTE: If Bidder is doing business under a **FICTITIOUS NAME**, the Bid shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and **REGISTRATION OF FICTITIOUS NAME** filed under the Secretary of State, as required by Sections 217.200 to 417.230, R.S.Mo. If the Bidder is a **CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI**, it should procure a **CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI**, as required by law. A **CERTIFIED COPY** of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Ferguson City Clerk.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

SIGNED:

Title _____

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

SEAL OF NOTARY

Notary Public

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as "Principal," and as "Surety," are held and firmly bound unto the CITY OF FERGUSON, MISSOURI, hereinafter called the "City," in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has entered into a contract with City for _____ a copy of which contract is by this reference made a part hereof;

NOW, THEREFORE, if the Principal shall faithfully and properly perform all of the undertakings, covenants, terms, conditions and provisions of said contract, including, without limitation the prevailing wage clause of said contract, and shall faithfully and properly perform all of the undertakings, covenants, terms, conditions and provisions of any and all authorized modifications of said contract that may be made, and if the Principal shall promptly pay for all labor, materials, tools, equipment, machinery, repairs on machinery and all insurance premiums, and services, ("labor, materials and services") employed or used in connection with the work under said contract whether by subcontractors or otherwise, and including without limitation, payment in accordance with the prevailing wage clause of said contract, then this obligation shall be void, otherwise to remain in full force and effect. The Principal and Surety jointly and severally agree that this Bond, and the undertakings contained herein, are for the benefit of City and any person, firm or corporation furnishing labor, materials or services and that same may be used on by the City or by any such person, firm or corporation furnishing labor, materials or services. The Principal and Surety jointly and severally agree that the provisions of this Bond for the payment of labor, materials and services are executed pursuant to Section 107.170, RSMo.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

ATTEST:

Power of Attorney to be attached