

REQUEST FOR PROPOSAL

**NORTH SIDE PARK PLAYGROUND
TESSA DRIVE
Sullivan, MO 63080**

RFP 16012

FOR THE

CITY OF SULLIVAN, MISSOURI



DAVE WALL
PARKS DIRECTOR

Request For Proposal No: 16012
Closing Date: 10:00 a.m., CST, Thursday, August 24, 2017

1	GENERAL REQUIREMENTS
1.1	PURPOSE:
1.2	SCHEDULE OF ACTIVITIES:
1.3	DUE DATE FOR PROPOSALS:
1.4	QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:
1.5	VALIDITY OF PROPOSALS:
1.6	REJECTION OF PROPOSALS:
1.7	WITHDRAWAL OF PROPOSALS:
1.8	ALTERATION OF SOLICITATION:
1.9	RESPONSE MATERIAL OWNERSHIP:
1.10	INCURRING COSTS:
1.11	COLLUSION CLAUSE:
1.12	FUNDS:
1.13	TAX EXEMPTION:
1.14	APPLICABLE LAW:
1.15	RESPONSIBILITY:
1.16	ASSIGNMENT:
1.17	AUDITING OF INVOICES:
1.18	BONDING
1.19	PREVAILING WAGE
1.20	PERFORMANCE AND LABOR/MATERIALS BONDS
1.21	INSURANCE REQUIREMENTS:
2	PROVISION OF PLAY STRUCTURES
2.1	PLAYGROUND LAYOUT AREA & INSTRUCTIONS
2.2	PLAY STRUCTURE
2.3	ACCESSIBILITY GUIDELINES
2.4	EXAMINATION
2.5	PRESERVING AND PROTECTION NEIGHBORING SITES
2.6	PLAYGROUND EQUIPMENT INSTALLATION
2.7	INSTALLATION
2.8	INSTALLATION, GENERAL
2.9	CLEANING
3	SUBMISSION OF PROPOSAL
3.1	TRANSMITTAL LETTER
3.2	EQUIPMENT INFORMATION
3.3	WARRENTY AND PRODUCT LIABILITY COVERAGE
3.4	EXPERIENCE
3.5	SPECIFICATION QUESTIONNAIRE
3.6	PRICING TO BE QUOTED
3.7	FORMAT OF PROPOSAL
4	EVALUATION CRITERIA
4.1	PROPOSAL EVALUATION

Attachment

- A Bid Bond Form
- B Playground Layout
- C. Pricing Table
- D. Specification Checklist
- E. Prevailing Wage Order #24
- F Statement of Bidders Qualifications
- G Everify/Work Authorization
- H. W-9

Appendix 1

Sample Contract

GENERAL REQUIREMENTS

1.1 PURPOSE:

The City of Sullivan, seeks proposals from qualified offerers to provide the design, materials and possible installation for North Side Park, Tessa Drive, Sullivan, MO 63080.

Main Bid: Provide materials for 2-12 age playground features with options at North Side Park. The proposed playground area is approximately 3,600SQFT (60' x 60') and the cost is not to exceed \$30,000.

Alternate Bid: Provide installation for main bid playground features at North Side Park.

Offerer to furnish all required materials, supplies, equipment, tools and plans; to perform all necessary labor and supervision; and to design, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the General Requirements document, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

1.2 SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
August 14, 2017	Pre-Bid – 1:00pm at Parks and Recreation #2 West Springfield, Sullivan, MO 63080
August 16, 2017	Close of written <i>Requests for Additional Information</i>
August 18, 2017	Written responses to <i>Requests for Additional Information</i> sent.
August 24, 2017	Request for Proposal is due by 10:00 a.m. CST
Bidder agrees to complete the work described in this the RFP in one hundred and twenty calendar days (120) if installation Alternate is accepted, from the date Authorization to Proceed is issued and to allow a deduction of seventy five dollars (\$75.00) per day from final payment as liquidated damages for each day that project completion is delayed beyond the time inputed by the bidder.	

1.3 DUE DATE FOR PROPOSALS:

Proposals shall be submitted in a sealed envelope. No faxed or e-mailed proposals will be accepted. Sealed proposals must be delivered to Jan Koch, City Clerk, 210 W. Washington, Sullivan, MO 63080 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in a sealed envelope and marked in bold letters "**RFP 16012 North Side Park Playground**"

1.4 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the RFP and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Dave Wall, Parks Director
Phone: (573) 860-3039 or (573) 259-1109
E-mail: recre8@fidnet.com
Fax: (573) 860-2313

Any oral responses to any question shall be unofficial and not binding on the City. An Addendum to this RFP providing the City's official response(s) will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 3:30 p.m. on August 16, 2017

1.5 VALIDITY OF PROPOSALS:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

1.6 REJECTION OF PROPOSALS:

The City reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

1.7 WITHDRAWAL OF PROPOSALS:

Any offeror may withdraw his/her proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

1.8 ALTERATION OF SOLICITATION:

The wording of the City's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City, whose decision will be final.

1.9 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the City. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

1.10 INCURRING COSTS:

The City shall not be obligated or be liable for any cost incurred by offeror prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

1.11 COLLUSION CLAUSE:

Any contract or collusion among offerors and prospective offerors to illegally restrain freedom of competition by contract to fix prices, or otherwise, will render the proposals of such offerors void.

1.12 FUNDS:

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

1.13 TAX EXEMPTION:

The City is funded by public monies and has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful offeror.

1.14 APPLICABLE LAW:

The proposal and Contract shall be governed in all respects by the ordinances of the City and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

1.15 RESPONSIBILITY:

The City reserves the right to require the apparent successful offeror to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar prior contracts. The award of the contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the offeror indicates this material is confidential and request this information be returned at the expense of the offeror. This applies only to matters of financial reporting.*

1.16 ASSIGNMENT:

Contractor shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City. Assignment, subcontracting, or subletting without such consent will in no way relieve the Contractor of any of its obligations under this Contract unless specifically stated by the City in its consent.

1.17 AUDITING OF INVOICES:

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that the Contractor charged the City a price higher than the proposed price, the Contractor will reimburse the City the amount of the overcharge.

1.18 BONDING:

Each Bidder shall submit a bid bond on the City of Sullivan form (Attachment A), in an amount of not less than five percent (5%) of the total bid amount (including all possible alternates), with the bid on the closing date and time.

Acceptable forms of Bid Bonds include:

- 1.) Original bond on the City of Sullivan form (Attachment A) or a certified check made payable to the City of Sullivan; or
- 2.) Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within sixty (60) days at the price bid, if accepted by the City.

1.19 PREVAILING WAGES:

All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #24, which is attached as Attachment E. If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

1.20 PERFORMANCE AND LABOR/MATERIALS BOND

On award of the contract, the successful contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

1.21 INSURANCE REQUIREMENTS:

Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by contractor under the contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Workers' Compensation & Employers Liability: Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Commercial General Liability: Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Auto Liability: Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be

provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the contract. In the event contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the contractor and/or their employees and/or their subcontractors in the performance of this contract.

2.1 PROVISION OF PLAY STRUCTURES:

A. PLAYGROUND LAYOUT AREA & INSTRUCTIONS

Bidders may submit multiple bids that included themed and non-themed playgrounds. The City will decide between the main and alternate bids based on the level of funding available at the time of bid selection.

The bid is for play equipment and an alternate for installation. The City will provide wood mulch surface materials and installation of equipment if alternate bid is accepted. Any damage to the existing curbing must be repaired by the contractor at the contractor's expense.

Project area will have an established playground use area/zone that shows the dimensions, shape and location. Playground equipment layout is to be shown using established use zones and must conform to CPSC 2010, ADA, and ASTM as necessary.

Individual component specifications and schematic drawings must be included with bid. Submitted layouts and three-dimensional drawings should be printed on pages no greater than 11x17. Large format posters, catalogs, and/or plans referencing catalogs with no description will not be accepted.

Vendors shall develop and provide an equipment layout plan for the project area. Complete three-dimensional drawings or photos of equipment are required. A plan view drawing showing the equipment layout within the provided use zone is required.

A maximum not to exceed budget of \$30,000 is provided for the playground equipment portion of the project.

Play equipment color samples are to be included. The City prefers to select colors. If a particular color scheme is required by the vendor, it must be stated in the bid.

B. PLAY STRUCTURE SPECIFICATIONS

Play structures shall meet all provisions of both the CPSC 1997 "Handbook for Public Playground Safety" and ASTM F1487-95 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use" and be purchased from IPEMA certified manufacturers. IPEMA certification provides the validation sought by the City regarding manufacturers' conformance to ASTM F 1487. Evidence of compliance shall be submitted and stamped on equipment as required.

Samples of available colors shall be provided and any color limitations or extra costs must be stated. The City shall select play equipment colors. All metal components shall have an electrostatically applied polyester dry powder coating.

All support posts shall be fabricated from 3.5" O.D. galvanized steel tubing or larger.

All play equipment shall have a maximum fall height no greater than six (6 feet) or (72 inches)

All bolts, nuts, screws, washers, and other hardware used for assembly of equipment must be corrosion resistant stainless steel.

If special tools are required for assembly of play equipment, four (4) sets of tools must be provided.

Plastic components shall be formed by a rotational molding process with compounded color pigment. Slides must be double walled.

Complete installation instructions and maintenance kits shall be provided for all play equipment for each project area.

Play equipment support posts are to have markings to show the installation and safety surface levels.

The delivery schedule for equipment and storage of equipment shall be coordinated with and approved by the City prior to shipping. A City representative must supervise the unloading of all materials shipped to the site.

C. WARRANTY AND PRODUCT LIABILITY COVERAGE

1. Vendors must provide a complete description of the length and type of parts the warranty covers on all pieces of equipment.
2. Vendors must provide proof of product liability coverage with dollar amount specified.

[Faint, illegible text]

2.2 PLAYGROUND EQUIPMENT INSTALLATION ALTERNATE BID:

SCOPE OF WORK

The City anticipates contracting the installation of playground equipment. Projects contracted for installation will be considered a “turnkey” project. The City will pay for and assume ownership of playground equipment when installation is complete. Depending on available finances, the City may choose to install the play equipment with their own staff so installation bids are to be separate from the play equipment.

Contractor shall furnish all labor, materials and service necessary to complete installation of all playground equipment as indicated on the drawings and specified herein.

The installation and provision of playground surfacing materials is not part of this proposal.

INSTALLATION

Site preparation, including rough grading (+/- 6" of final grade), shall be done by the City. The vendor will need to work with a representative of the Parks and Recreation Department to coordinate start times.

Detailed specifications and directions for the installation of the playground equipment are to be obtained from the respective equipment manufacturer(s). All items of playground equipment to be installed are noted and specified on the drawings.

The playground equipment is to be installed after the City has completed site preparation. All items are to be installed in accordance with manufacturer’s standards and specification.

Playground equipment delivery time and place will need to be coordinated with a representative of the Parks and Recreation Department. The contractor shall be responsible for all playground equipment and materials until the project is completed.

The contractor shall provide, pay for and maintain approved, safe, temporary electrical power and water. Power shall be adequate to accommodate all necessary electrical construction equipment.

Storage of materials may be accommodated within the project boundary in areas as approved and directed by a Parks & Recreation representative where they will be secured and out of the way. Contractor shall be responsible for all materials and equipment stored on site.

It is the Contractor’s responsibility to erect a protective barrier around the construction site to prevent access by the public during times when the site is vacated by the construction crews.

After installation of all playground equipment, the Contractor shall prepare the site for the installation of playground surfacing materials.

The contractor and a representative from the Parks and Recreation Department shall meet on site to verify completion of the project.

CLEANING

Cleaning shall be conducted during progress of work and at the completion of the work. It is the Contractor’s responsibility to remove construction debris from the site and to obtain waste receptacles as required. Cleaning and disposal operations are to comply with codes, ordinances, regulations and antipollution laws.

If the Contractor fails to clean up during construction or at the completion of the work, the City may do so and the cost thereof shall be charged to the contractor.

PRESERVING AND PROTECTING NEIGHBORING SITES

All neighboring sites are to be preserved and protected by the Contractor during the entire duration of the construction process.

The City reserves the right to stop the work at any time it feels correct measures are not being employed to protect neighboring sites. The Contractor will be notified to resume work after the necessary revisions are made.

3. SUBMISSION OF PROPOSAL

3.1 TRANSMITTAL LETTER:

- A. All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter.

- B. A letter from all sub-vendors to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the sub-vendor and should give a brief description of the work they will specifically perform.

3.2 EXPERIENCE:

- A. Complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS (Attachment F).

- B. Contractor shall submit the last three (3) projects for whom they have installed similar sized play structures. Reference Information required shall include:
 - A. Name of Project
 - B. Location and Address
 - C. Contact Person knowledgeable of bidding and installation process.
 - D. Phone and Fax Number

3.4 EQUIPMENT INFORMATION:

Provide complete detailed information about the equipment proposed. Manufacturer name(s), brands, model numbers, and specification sheets must accompany proposal. Proposal shall list all materials/components in the proposed system. Indicate the anticipated, as well as, maximum manufacture lead time from date of signed order to expected delivery date of materials. Samples of available colors shall be provided and any color limitations or extra costs must be stated.

3.5 SPECIFICATION CHECKLIST:

Complete the enclosed Specification Checklist (Attachment D).

3.6 PRICING TO BE QUOTED:

Pricing must be broken out to detail each piece of equipment/component proposed. All prices to be quoted FOB Sullivan, Missouri, and include shipping and handling. Use the table provided in this proposal document for pricing (Attachment C).

3.7 FORMAT OF PROPOSAL:

The offerors' proposal should be a clear, concise description of how the offeror intends to provide the services set forth herein. To receive high marks, the proposal should outline how the offeror plans to address each key issue noted in the General Requirements.

4. EVALUATION CRITERIA

4.1 SELECTION PROCEDURE FOR PLAY STRUCTURES:

Final selection will be made by a committee consisting of representatives of the City's Parks and Recreation Department, Engineering Department, and the Administrative Department. Criteria which will be used in evaluating the proposals from first to last are:

- A. Overall play value of the proposed playground layout.
- B. Creativity and overall aesthetic value of the playground layout.
- C. Durability, warranty, and quality of equipment including the established reputation and experience of the company manufacturing the equipment.
- D. Cost to the City for purchase of the required materials.

The City reserves the right to reject any and/or all proposals and to select the proposal that it determined to be in the best interest of the City. The City reserves the right to waive any informalities in bidding.

4.2 SELECTION PROCEDURE FOR ADD/ALT EQUIPMENT INSTALLATION:

Final selection will be made by a committee consisting of representatives of the City's Parks and Recreation Department, Engineering Department and the Administrative Department. Criteria which will be used in evaluating the proposals include:

Cost to the City for installation of the required materials.

Experience installing playground equipment, specifically that of the company manufacturing the equipment.

Availability for work and adherence to time schedules.

The City reserves the right to reject any and/or all proposals and to select the proposal that is determined to be in the best interest of the City. The City reserves the right to waive any informalities in bidding.

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

RFQ EXHIBIT

ATTACHMENT A

Bid Bond Form

BID BOND
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as PRINCIPAL and _____
_____ as SURETY, are held and firmly bound unto the City of
Sullivan, Missouri, ("City") in the sum of _____ Dollars
(\$ _____) ("Bid Security"), for the payment of which sum well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors,
successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has
submitted a bid dated _____, 2017, to enter into a contract in writing for the
_____ Project;

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the
opening of bids, or, if no period be specified, within ninety (90) days after the bid
opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a
contract in the form of contract attached hereto, properly completed with all attachments
and requirements pertaining thereto, and shall furnish a bond for the faithful
performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, shall in all other respects perform the
agreement created by the acceptance of said Bid within twenty (20) days after such
Contract Documents are presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure
to enter into such contract within the time specified, then the Bid Security shall
immediately become due and payable and forfeited to the City as liquidated damages.
Principal and Surety agree that this is a fair and reasonable approximation of the actual
damages incurred by the City for the Principal's failure to honor its bid and that the
liquidated damages in this section are not penal in nature but rather the parties' attempt
to fairly quantify the actual damages incurred by the City for the Principal's refusal to
honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations
of said Surety and its bond shall be in no way impaired or affected by the extension of
the time within which the City may accept such Bid; and said Surety does hereby waive
notice of any such extension.

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

PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED

RFQ EXHIBIT

ATTACHMENT B

Playground Layout



PROPOSED
PLAYGROUND
AREA

TESSA DR.



PROPOSED PLAYGROUND
LOCATION EXHIBIT

DATE: AUGUST 1, 2017

DRAWN BY: DG

CHECKED BY: RS

PLOT SCALE: 1" = 40'

FILE NAME: NorthSideTrail/Playground Exhibit

RFQ EXHIBIT

ATTACHMENT C

Pricing Table

North Side Park

Line Item	Item Description	QTY	UNITS		
1	Ages 2-12. All play structures, independent play features, etc.	1	LS		
Alternate Bid					
2	Installation of all play structures, independent play features, etc.	1	LS		

Pricing and Detail for each piece of Equipment/Component --

Line Item	Item Description	QTY	UNITS		
1		1	Each		
2		1	Each		
3		1	Each		
4		1	Each		
5		1	Each		
6		1	Each		
7		1	Each		
8		1	Each		
9		1	Each		
10		1	Each		
11		1	Each		
12		1	Each		
13		1	Each		
14		1	Each		
15		1	Each		
16		1	Each		
17		1	Each		
18		1	Each		
19		1	Each		
20		1	Each		
21		1	Each		
22		1	Each		
23		1	Each		
24		1	Each		

Pricing and Detail for each piece of Equipment/Component --

Line Item	Item Description	QTY	UNITS		
25		1	Each		
26		1	Each		
27		1	Each		
28		1	Each		
29		1	Each		
30		1	Each		
31		1	Each		
32		1	Each		
33		1	Each		
34		1	Each		
35		1	Each		
36		1	Each		
37		1	Each		
38		1	Each		
39		1	Each		
40		1	Each		
41		1	Each		
42		1	Each		
43		1	Each		
44		1	Each		
45		1	Each		
46		1	Each		
47		1	Each		
48		1	Each		

RFQ EXHIBIT

ATTACHMENT D

Specification Checklist

SPECIFICATION CHECK LIST

COMPANY NAME: _____

CONTACT NAME: _____

BRAND OF PLAYGROUND EQUIPMENT: _____

**PLAYGROUND EQUIPMENT COST (MATERIALS) NOT TO EXCEED
\$30,000 (FOB SULLIVAN).**

1	PLAY STRUCTURE shall meet all provisions of both the CPSC and ASTM F1487-95 guidelines.	Yes	No
2	Complete installation instructions and maintenance kits shall be provided for all play equipment for each project area.	Yes	No
3	Equipment layout utilizing a top view drawing (1" -10' scale) showing how equipment fits into established use zone (Max paper size 11x17)	Yes	No
4	Complete three-dimensional drawings or photos of equipment.	Yes	No
5	All support posts shall be fabricated from minimum 3.5" O.D. galvanized steel tubing.	Yes	No
6	All play equipment shall have a maximum fall height no greater than six (6) feet.	Yes	No
7	All bolts, nuts, screws, washers, and other hardware used for assembly of equipment must be corrosion resistant 18-8 stainless steel.	Yes	No
8	If special tools are required for assembly of play equipment, four (4) sets of tools must be provided in the maintenance kit.	Yes	No

9	Play equipment support posts are to have markings to show the installation and safety surface levels	Yes	No
10	Warranty information including dollar amount of product liability.	Yes	No

SIGNATURE OF AUTHORIZED REPRESENTATIVE COMPLETING THIS SPECIFICATION

COMPLIANCE FORM:

In print with title

RFQ EXHIBIT

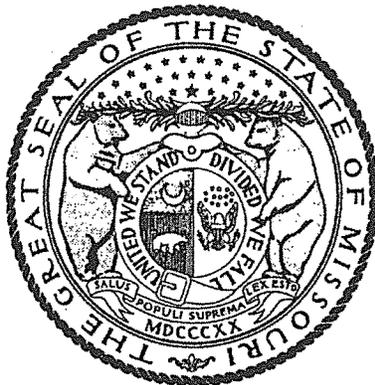
ATTACHMENT E

Missouri Division of Labor Standards Annual Wage Order
- #24

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 036

FRANKLIN 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

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

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			\$18.00	FED		\$1.44
Boilermaker			\$35.41	126	7	\$30.38
Bricklayer and Stone Mason	6/17		\$33.00	72	5	\$22.56
Carpenter	6/17	d	\$37.29	93	42	\$17.05
Cement Mason	6/17		\$31.91	80	6	\$18.45
Communication Technician			\$32.22	44	47	\$9.53 + 32.75%
Electrician (Inside Wireman)			\$35.70	82	71	\$10.84 + 38.5%
Electrician (Outside-Line Construction)\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor	6/17	a	\$47.07	26	54	\$33.275
Glazier			\$33.40	87	31	\$24.80
Ironworker			\$33.43	11	8	\$24.775
Laborer (Building):						
General		c	\$27.06	113	3	\$12.44
First Semi-Skilled		b	\$27.26	113	3	\$12.44
Second Semi-Skilled		b	\$27.26	113	3	\$12.44
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$31.83	92	26	\$16.00
Marble Mason			\$31.83	76	51	\$14.62
Marble Finisher			\$26.42	76	51	\$13.95
Millwright	6/17		\$37.35	77	41	\$17.05
Operating Engineer						
Group I	6/17		\$32.66	3	66	\$26.14
Group II	6/17		\$32.66	3	66	\$26.14
Group III	6/17		\$30.76	3	66	\$26.14
Group III-A	6/17		\$32.66	3	66	\$26.14
Group IV	6/17		\$27.30	3	66	\$26.14
Group V	6/17		\$27.30	3	66	\$26.14
Painter			\$32.50	104	12	\$14.06
Pile Driver			USE CARPENTER RATE			
Pipe Fitter			\$38.00	91	69	\$26.93
Plasterer			\$31.56	67	3	\$17.98
Plumber			\$38.00	91	69	\$26.93
Roofer \ Waterproofoer	6/17		\$32.00	15	73	\$17.57
Sheet Metal Worker			\$40.89	32	25	\$21.96
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$32.30	116	5	\$13.79
Terrazzo Finisher			\$30.54	116	5	\$12.26
Tile Setter			\$31.83	76	51	\$14.62
Tile Finisher			\$26.42	76	51	\$13.95
Traffic Control Service Driver			\$28.775	22	55	\$9.045
Truck Driver-Teamster			\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

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

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

NO. 32: The regular working day shall consist of 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 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

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

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

**FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

NO. 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.

**FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

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

NO. 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.

**FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

NO. 93: 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 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, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and all recognized holidays.

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.

**FRANKLIN COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 113: 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 6:00 a.m. and 9:00 a.m. Overtime rates shall not be broken down into less than thirty (30) minute units of time. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten (10) hour days, Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If 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. The Employer may establish a four (4) ten (10) hour shift exclusive of the 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. If an Employer elects to work eight (8) hour days and loses a day due to inclement weather, he may work ten (10) hour days the remainder of the week at straight time. In the event the Laborer working is assisting another craft being paid overtime wage rates, the laborer will receive time and one-half (1½) for hours worked on Saturday. Sundays and recognized Holidays or days observed as such, shall be paid at the double (2) time rate. 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 the applicable straight time hourly wage rate plus a premium of (\$2.50) per hour for the first eight hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the (\$2.50) per hour premium. Shift work: Shifts shall be established for a minimum of three (3) consecutive workdays. Shift hours will be defined as: First shift eight (8) hours including thirty (30) minutes for lunch. Second shift-eight (8) hours including thirty (30) minutes for lunch. Third shift eight (8) hours including thirty (30) minutes for lunch. The first shift will be paid at eight (8) hours straight time. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium. Payment for shift work shall be determined by 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 at straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shifts which start on Sunday morning and end on Monday morning will be paid at double time. Employees working during the normal workday shall receive first shift pay; employees working predominantly during the evening hours shall receive second shift pay; employees working predominately during the early morning hours shall receive third shift pay.

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

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$29.14 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.

**FRANKLIN 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, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

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

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

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

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

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

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

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

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

FRANKLIN COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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. 42: 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 Monday following 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. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**FRANKLIN 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	6/17	\$34.16	23	16	\$16.85
Cement Mason		\$31.16	17	11	\$17.95
Electrician (Outside-Line Construction)\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$25.62	32	31	\$10.20 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$20.30	32	31	\$7.57 + 3%
Laborer					
General Laborer	6/17	\$30.36	2	4	\$13.52
Skilled Laborer	6/17	\$30.96	2	4	\$13.52
Millwright	6/17	\$34.16	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$32.66	10	9	\$26.14
Group II	6/17	\$32.66	10	9	\$26.14
Group III	6/17	\$31.36	10	9	\$26.14
Group IV	6/17	\$27.90	10	9	\$26.14
Oiler-Driver	6/17	\$28.36	10	9	\$26.14
Pile Driver	6/17	\$34.16	23	16	\$16.85
Traffic Control Service Driver		\$28.775	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
FRANKLIN COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer 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. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

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

**REPLACEMENT PAGE
FRANKLIN COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

NO. 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. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**REPLACEMENT PAGE
FRANKLIN COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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 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 work day 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. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**FRANKLIN COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

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

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.

RFQ EXHIBIT

ATTACHMENT F

Statement of Bidders Qualifications

STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____

2. Business Address: _____

3. Date Organized: _____

4. Date Incorporated: _____

5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: _____ Federal Tax ID # _____

6. Number of years engaged in contracting business under present firm name: _____

7. If you have done business under a different name, please give that name and location:

8. Percent (%) of work done by own staff: _____%

9. Have you ever failed to complete any work awarded to your company? _____

If so, where and why? _____

10. Have you ever defaulted on a contract? _____

If so, where and why? _____

11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.

12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:

RFQ EXHIBIT

ATTACHMENT G

Everify/Work Authorization

NOTICE TO VENDORS

Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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 with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Sullivan requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

<http://www.dhs.gov/e-verify>

RFQ EXHIBIT

ATTACHMENT H

W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is forTHEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/IDDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user, falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payees must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

RFQ EXHIBIT

APPENDIX 1

Sample Contract

**CITY OF SULLIVAN CONTRACT #16012
FOR NORTH SIDE PARK PLAYGROUND
TABLE OF CONTENTS**

SECTION

1. Definitions
2. Scope of Work and Project Specifications
3. Contract Amount
4. Completion Time
5. Liquidated Damages
6. Bonding
7. Contractor's Insurance
8. Hold Harmless Agreement
9. Permits
10. Payments
11. Extra Work/Changes
12. Patents
13. Discharge of Employees
14. Assignment
15. Subcontracting
16. Accident Prevention
17. Equal Opportunity
18. Domestic Purchasing Policy
19. Americans with Disabilities Act
20. Material & Workmanship
21. Specifications & Drawings
22. Repairs and/or Replacement of Defective Portions
23. Interference
24. No Third-Party Beneficiary
25. Termination for Default
26. Termination for Convenience
27. Prevailing Wages
28. Construction Safety Program Requirements
29. Unauthorized Aliens Prohibited
30. Specifications
31. No Waiver of Immunities
32. Amendment
33. Governing Law and Venue
34. General Laws
35. Notices
36. Contract Documents
37. Entire Contract
- Contract Signature Page

Exhibits:

- A RFP containing City's Scope of Work and Project Specifications
- B None – reserved for future use
- C None – reserved for future use
- D Contractor's Performance Bond
- E Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law Applicable for the Project
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated **click here and insert date in text box**

**CITY OF SULLIVAN CONTRACT # 67/2017
FOR INDIAN HILLS PARK PLAYGROUND**

THIS CONTRACT (hereinafter "Contract") by and between the City of Sullivan, Missouri, a municipal corporation (hereinafter called "City"), and **click here and insert Contractor's name in text box**, a **click here and insert whether Contractor is LLC or corporation in text box** organized in the State of **click here and insert State name in text box** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for construction of the Project as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated **click here and insert date of proposal in text box** for the Project, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. DEFINITIONS:

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Sullivan, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Contract Amount" or "Contract Price" shall mean the amount set forth in Section 3 of this Contract. The Contract Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.

- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph j of this Section.
- h. "Final Acceptance" shall mean a written notice from the Engineer notifying the Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City.
- j. "Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract. It may also include construction by the City or others. The Project for this Contract is described as **North Side Park Playground**.
- k. "Project Manager" shall be the following project manager designated by the City of Sullivan to manage the Project on behalf of the City (none if left blank): **Parks and Recreation Director Dave Wall**.
- l. "RFP" shall mean the Request for Proposals issued by the City of Sullivan in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- m. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS AND PROJECT SPECIFICATIONS:** Contractor agrees to perform the Work in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to the City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

3. **CONTRACT AMOUNT:** City shall pay Contractor **click here and insert contract dollar amount in text box** for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract.

The Contract Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Proposal and Pricing IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Proposal and Pricing. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Proposal and Pricing.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work within **one hundred and twenty five (125)** calendar days from the date of the Notice to Proceed. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to complete the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No

extensions will be granted except in case of additional work requested by the City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of **seventy five dollars and no cents (\$75.00)** per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Work within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish to work or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

6. **BONDING:** When Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. Contractor's Performance Bond is attached as Exhibit D. Contractor's Labor and Material Payment Bond is attached as Exhibit E.

7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting

Product/Completed Operations, Contractual Liability or Cross Liability.

- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- f. The City of Sullivan, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Sullivan, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by

Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule. This section describes the method of payment only and does not alter the Contract Amount established in Section 3, above.
 - a. Not later than thirty (30) days after receipt of invoice, City will pay for the following material and Work, less any offsets or deductions authorized in this Contract or otherwise authorized by law:
 1. Duly certified payments for materials delivered/stored on the Project site (or other City approved storage site with such written assurances as required by the City). The payment for material shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor; and
 2. Work performed by Contractor at the Project site during the preceding calendar month.

City will retain five percent (5%) of the amount of each such invoice. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

- b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Sullivan from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment as set forth in Exhibit G to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment. The acceptance by Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract will be paid by the Contractor, and the

total amount of such costs will be included in the total cost of the Work.

d. Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;
2. Defective Work;
3. Failure to make payments to subcontractors or suppliers;
4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Contract Amount;
5. Damage by Contractor or subcontractors or suppliers to property of City or others;
6. Contractor's breach of this Contract; or
7. Contractor's failure to provide requested documentation.

f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and

specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon the work shall be done upon a force account basis if so ordered by the Engineer.

11.1 Force Account. City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

Labor. For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of the above items will also be paid the Contractor.

Insurance and Taxes. For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor will receive the actual cost paid, to which no percentage will be added.

Material. For material accepted by the Engineer and used, the Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

Equipment. For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, the Contractor will

be allowed an hourly rate equal to the monthly rental rate divided by 176 hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the Secretary of the Commission at the time the work is begun. The allowed rates will be the rate adjustment factor multiplied by the bare hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to 10 percent (5 percent profit and 5 percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for the Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

Subcontracted Work. For administration and all overhead costs in connection with approved subcontract work, the Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.

- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Compensation. Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by the City, and the copies shall be signed at the end of each day by both the Engineer and the Contractor, one copy to be retained by the Engineer, and one copy to be retained by the Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

- 12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Contractor shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
- 13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
- 14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
- 15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials

used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Sullivan is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment

shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably,

or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Sullivan in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Sullivan. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.

- c. Complete on schedule such part of the work as will not be terminated by termination letter.

27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

Contractor and each subcontractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the Missouri Division of Labor Standards and City. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

29. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
Contractor 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 with the contracted services. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.
30. **SPECIFICATIONS:** Contractor shall perform all work on this Project in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.
31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Franklin County, Missouri, or the United States Eastern District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
34. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
35. **NOTICES:**
- a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Sullivan
Parks Department
#2 Springfield Road
Sullivan, MO 63080

IF TO CONTRACTOR:

**click here and insert Contractor's
name in text box**
click here and insert address in text

ATTN: Dave Wall

box
click here and insert city/state in text
box

ATTN: **click here and insert name of**
contact in text box

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.

36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	RFP containing City's Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	Contractor's Performance Bond
E	Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate
G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF SULLIVAN, MISSOURI

By: _____
Dennis A. Watz, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Janice Koch, City Clerk

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: _____
J.T. Hardy, City Administrator

(Seal)

CLICK HERE AND INSERT CONTRACTOR'S NAME IN TEXT BOX

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Contract Exhibit

EXHIBIT A

RFP containing City's Scope of Work and Project
Specifications

To be inserted from RFQ

Contract Exhibit

EXHIBIT B

None – Reserved for Future Use

Contract Exhibit

EXHIBIT C

None – Reserved for Future Use

Contract Exhibit

EXHIBIT D

Contactors Performance Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

a corporation organized under the laws of the State of _____,
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and
firmly bound unto the City of Sullivan, Missouri, as Obligee, hereinafter called Owner, in the amount of
_____ (\$) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____, entered into Contract with
Owner for: _____ project accordance with specifications prepared by
the City of Sullivan, which Contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having
performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions, or
- b. Obtain a bid for submission to Owner for completing the Contract in accordance with
its terms

and conditions and upon determination by Owner and Surety of the lowest responsible Bidder,
arrange for a Contract between such Bidder and Owner, and make available as work progresses (even
though there should be a default or a succession of defaults under the Contract or Contracts of
completion arranged under this paragraph) sufficient funds to pay the cost of completion less the
balance of the Contract price, but not exceeding, including other costs and damages for which the
Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance
of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to
Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner
to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at _____, on this _____ day of _____, 20_____.

(SEAL)

Contractor

By: _____

(SEAL)

Surety Company

By: _____
Attorney-in-Fact

By: _____
Missouri Representative

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Contract Exhibit

EXHIBIT E

Contractor's Labor and Materials Bond

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called Contractor, and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Sullivan, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a Contract with Owner for _____, in accordance with drawings and specifications prepared by the City of Sullivan, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such

services need not be made by a public officer.

ii. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

iii Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this ____ day of _____, 20____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY: _____

BY: _____ (Seal)

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Contract Exhibit

EXHIBIT F

Contractor's Insurance Certificate

To be inserted from RFQ

Contract Exhibit

EXHIBIT G

Contractor's Affidavit for Final Payment

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor Address City State
hereinafter referred to as Contractor, and the City of Sullivan, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20_____, covering work to be performed and material to be furnished for:

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

_____ DOLLARS,
Balance of said Contract

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Contractor

Personally appeared before me, a Notary Public, within and for the County of _____,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

(Notary Public)

Contract Exhibit

EXHIBIT H

Final Receipt of Payment and Release

Contract Exhibit

EXHIBIT I

Missouri Division of Labor Standards Annual Wage
Order #24

To be inserted from RFQ

Contract Exhibit

EXHIBIT J

Affidavit of Compliance with Prevailing Wage Law

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally came and appeared _____,
(Name)

_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (Proprietorship), and after being duly sworn, did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Annual Wage Order No. _____ issued by the Missouri Division of Labor Standards on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

(Name of Project)

located at _____ in

_____ County, Missouri, and completed on the _____ day of

_____, 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of

_____.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

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

My Commission expires _____, 20_____.

(Notary Public)

Contract Exhibit

EXHIBIT K

Work Authorization Affidavit

To be inserted from RFQ

Contract Exhibit

EXHIBIT L

Contractor's Proposal and Pricing

To be inserted from RFQ