

PROJECT MANUAL

For

**Underground Storage Tank Removal
Former Service Station
2130 Dr. Martin Luther King Jr. Drive
St. Louis, Missouri**



**Planned Industrial Expansion Authority of the
City of St. Louis**

November 2011

INVITATION

The Planned Industrial Expansion Authority of the City of St. Louis ("Authority") will receive sealed bids for Underground Storage Tank Removal, Vacant Land (City Block 937), 2130 Dr. Martin Luther King Drive, St. Louis, Missouri ("Project").

A mandatory pre-bid conference will be held at **1:00 p.m. on December 6, 2011** at the offices of St. Louis Development Corporation, located at 1015 Locust Street, 12th Floor, St. Louis, Missouri, 63101. All questions asked during the pre-bid conference will be reduced to writing and written responses thereto will be circulated to all parties who have obtained copies of the Bid Documents from the Authority. All Bidders must attend this conference.

All bids are to be submitted pursuant to the terms and conditions in this Invitation, the Instructions to Bidders. The selected Bidder must be a qualified contractor licensed by the City of St. Louis. **The work required for the Project includes removal and proper disposal of one 2,000-gallon and two 7,000-gallon Underground Storage Tanks, 5,500 gallons of water/gasoline, and up to 50 cubic tons of hydrocarbon-impacted soil, as required by the attached Contract and the identified Drawings, Technical Specifications and other Bid Documents (collectively, the "Contract Documents").** The Bidders will familiarize themselves with the Project site prior to submission of bids.

Bids will be received by the Authority at 1015 Locust Street, 12th Floor, St. Louis, MO 63101, (Attention: Mr. Chadwick Howell) until 3:00 P.M. local time on December 14, 2011 at which time and place all bids shall be publicly opened. Potential Bidders may obtain all Bid Documents from the Authority at the following address:

<http://stlouis-mo.gov/sldc/procurement.cfm>.

A Certified Check or bank draft, payable to the Authority, or a satisfactory Bid Bond, executed by the Bidder and an acceptable Surety, in an amount equal to five (5) percent of the bid, shall be submitted with each bid. The bid security must be held for at least thirty (30) calendar days, or until the Contract is awarded to the successful Bidder. The bid security of any unsuccessful Bidder shall be returned to the Bidder within fifteen (15) calendar days after the Authority rejects the applicable bid.

Attention is called to the fact that no less than the minimum wages and salaries, as set forth in the Bid Documents, must be paid on this Project, and that the participating contractors shall insure that employees and applicants for employment are not discriminated against because of their race, creed, color, age, national origin, physical handicap, or sex, and shall take affirmative action in the employment of lower income residents of the City.

The work which the Contractor shall be required to perform under this Contract shall be commenced at the time stipulated by the Authority in the Notice to Proceed; **all work shall be scheduled and completed no later than January 31, 2012 as outlined in the Technical Specification. This schedule assumes no significant increase in volumes listed on the Bid Form.**

The maximum utilization of minority and women - owned business enterprises (MBE/WBE) will be sought for all work proposed in this Project, with goals of 25% minority-owned and 5% women-owned business enterprise utilization. Participating contractors must submit reports to the Authority, on forms approved by the Authority, which demonstrate contractors' good faith efforts to achieve said goals.

In order to be eligible to bid, Bidders must submit complete and acceptable documentation and information as required in these Bid Documents. The Authority does not warrant that a Contract will be awarded based on the submitted bids. The Authority reserves the right to reject any and all bids, and the right to waive informalities in the bidding. In particular, the Authority reserves the right to reject any bid, notwithstanding its price, for any reason considered by the Authority to be relevant to the Bidder's potential performance, including but not limited to past performance on other projects, claims history, financial capacity and stability of the Bidder, workforce and management capability of performing the work within the required Time for Completion and consistent with the other requirements of the Contract Documents, relevant experience and qualifications (or lack thereof), the Bidder's willingness to execute the required Contract and any other information requested by or furnished in response to this Invitation in the attached Instructions to Bidders.

No bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of bids without the express written consent of the Authority.

Planned Industrial Expansion Authority of the City of St. Louis

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INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Bid Documents (items as listed in the Index) include a complete set of Bid and Sample Contract Forms, which are for the convenience of Bidders and are not to be detached and filled out or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS

No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents or any part thereof. Questions regarding any matter pertaining to the performance of the Project or the Bidder's response shall be made in writing to the St. Louis Development Corporation, acting on behalf of the **Planned Industrial Expansion Authority of the City of St. Louis**, (hereinafter called the "Authority"), 1015 Locust Street, 12th Floor, St. Louis, Missouri 63101, (Attention: Mr. Chad Howell). Replies will be issued and posted on the website at <http://stlouis-mo.gov/government/departments/sldc/procurement.cfm>. Questions received five (5) or more calendar days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Bid Documents, and when issued will be on file in the office of the Authority, at least three calendar days before bids are opened.

3. PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at **1:00 p.m. on December 6, 2011, 2011** at the offices of St. Louis Development Corporation, located at 1015 Locust Street, 12th Floor, St. Louis, Missouri 63101. All questions asked during the pre-bid conference will be reduced to writing and written responses thereto will be circulated to all parties who have obtained copies of the Bid Documents from the Authority. All Bidders must attend this conference.

4. INSPECTION OF PROJECT SITE

The Project Site **is available for inspection at any time**. In this regard, all prospective Bidders are directed to Section 7 of the General Conditions, which provides that the selected Contractor shall be responsible for, and shall bear all costs associated with, any conditions which are observed or are reasonably capable of observation pursuant to a thorough inspection of the Project site prior to execution of the Contract. A visit to the Project site to determine the site characteristics and the conditions under which the work will be performed will be critical to all Bidders. The day of the pre-bid conference may be the only opportunity to do so. The successful Bidder, by the execution of the Contract, shall in no way be relieved of any obligation due to its failure to review or examine any information made available to the Bidder prior to execution of the Contract, or its failure to visit the site and become fully acquainted with the conditions at the site. Pursuant to the Contract, the Contractor shall not be entitled to any claim for any increase in the Contract Price, any extension of the Time for Completion or any other damages or relief based on facts which the Contractor could have noted upon a thorough examination of all accessible aspects of the site and/or a review of all available information prior to the execution of the Contract.

5. BID DOCUMENTS

A complete set of Bid Documents will be available for review Monday through Friday, from 9:00 a.m. to 5:00 p.m. at the following locations:

Planned Industrial Expansion Authority of the City of St. Louis
1015 Locust, Suite 1200
St. Louis, Missouri 63101
314-622-3400

MOKAN
5261 Delmar Boulevard, Suite B
St. Louis, MO 63108
314-454-9675
314-361-9806 (fax)
mokan@stlouis.missouri.org

Contractors Assistance Program (CAP)
6330 Knox Industrial Drive, Suite 101
St. Louis, Missouri 63139
314-645-3398
314-645-3899 (fax)
cap@stlouis.missouri.org

6. ALTERNATIVE BIDS

Alternative bids will not be considered, unless specifically requested in the Form of Bid Proposal (Bid Form).

7. BIDS

- a. All bids must be submitted in triplicate on forms supplied by the Authority and shall be subject to all requirements of the Bid Documents, including the Contract, the Drawings, Technical Specifications and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. However, the Authority reserves the right to waive informalities in the bidding, in the sole discretion of the Authority.
- b. Bid Documents, including but not limited to the Bid, the Bid Guaranty, the Non-Collusive Affidavits and Bidder's Qualifications, shall be enclosed in a SEALED envelope labeled with the words "**Underground Storage Tank Removal, Former Service Station, 2130 Dr. Martin Luther King Jr. Drive, St. Louis,**" as well as the name of the bidder and date and time of Bid Opening, in order to guard against premature opening of bid.
- c. The Authority may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached, and, in its sole discretion, may reject any Bid or Bids, so altered or changed.
- d. The Authority shall interpret the Contractor's act of submitting a bid proposal to the Authority to mean that the Contractor has satisfied itself as to the quantities and has

ascertained at the site by inspection, investigation, measurement, or otherwise, all circumstances affecting the cost of performing the work.

8. BID GUARANTY

- a. The Bid must be accompanied by a Bid Guaranty which shall equal five (5) percent of the amount of the Bid, and at the option of the Bidder, may be Certified Check, Bank Draft, or a Bid Bond secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such company in said Circular 570. The practice of multiple sureties joining together to issue a satisfactory Bond, shall not be allowed. No Bid will be considered unless it is so guaranteed. Certified Check or Bank Drafts must be made payable to the order of the **Planned Industrial Expansion Authority of the City of St. Louis**. Cash deposits will not be accepted. The Bid Guaranty shall ensure the execution of the contract and the furnishing of Performance and Payment Bond by the successful Bidder, all as required by the Bid Documents. Bid Bonds must be submitted in triplicate.
- b. Revised bids, if representing an increase in excess of two (2) percent of the original bid, must have the Bid Guaranty adjusted accordingly; otherwise the original bid shall remain in force.
- c. In case the Bid Guaranty is in the form of a Certified Check or Bank Draft, the Authority may make such disposition of the same as will accomplish the purpose for which submitted.

9. NON-COLLUSIVE AFFIDAVIT

Each person or corporation submitting a bid for the work contemplated in the Bid Documents, shall execute an affidavit in the form herein provided, to the effect that is has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid in triplicate.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior notification, with an attached executed Non-Collusive Affidavit of Subcontractor form, provided herein.

10. BIDDER'S QUALIFICATIONS

The Authority shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish the Authority all such information and data for this purpose, as the Authority may request. The Authority reserves the right, in its sole, unrestricted discretion to reject any bid where an investigation of the evidence or information does not satisfy the Authority that the Bidder is qualified to carry out properly the terms of the Bid Documents.

11. CORRECTIONS

Erasures or other changes in the Bid Forms must be explained or noted over the signature of the Bidder. Failure to comply with this may result in the disqualification of the bid submitted.

12. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be kept sealed. The representative of the Authority whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. Notwithstanding the foregoing, when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Authority that the non-arrival on time was due solely to delay in the mail service for which the Bidder was not responsible, such bid will be received and considered. The Authority will not be responsible for the premature opening of a Bid not properly addressed and identified.
- b. Bids or bid modifications received by facsimile will not be considered.
- c. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mail, as provided for in this section.

13. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Authority will cause to be opened and publicly read aloud, every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn by written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation is placed in the mail and postmarked prior to the time set for bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be promptly returned. Negligence on the part of the Bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

15. REJECTION OF BIDS

- a. The Authority reserves the right to reject the bid of any Bidder for any reason considered by the Authority to be relevant to the Bidder's potential performance. This includes, but is not limited to, the Bidder's past performance on other projects, claims history, financial capacity and stability of the Bidder, relevant experience and qualifications (or lack thereof), availability of qualified personnel to supervise, manage and perform the work, existence of adequate bonding and insurance, past payment history of the Contractor with respect to subcontractor obligations and other bills for materials, supplies, labor or related services, Bidder's willingness to execute the required Contract, the Bidder's ability to conform to the requirements of the Contract, Drawings, Technical Specifications and other Contract Documents and the Authority's assessment of whether the Contractor is capable of performing the work in a full, timely, complete and proper fashion, and any other information requested by or furnished in connection with this

Invitation. In determining which Bidder, if any, the Authority concludes is the lowest responsible, responsive Bidder, the following elements, in addition to those above mentioned, will be considered: (1) the size, manpower resources and business structure of the Bidder and its capacity to perform the work; (2) whether the Bidder has adequate equipment available to do the work properly and expeditiously and in conformance with the Contract requirements; (3) whether the Bidder has suitable financial resources to meet the obligations incidental to the work; (4) whether the Bidder has appropriate technical experience; and (5) whether the bidder meets the EEO and MBE/WBE goals of the Contract.

- b. Based on the nature of the work to be performed, and the technical requirements, experience and capacity necessary in connection with UST removal, environmental remediation and related work required by the Contract, the Authority will evaluate each bid by determining the specific entity and individuals who will be performing the work on the Project. The Authority reserves the right to reject any Bidder as unqualified, if it proposes to perform the work principally through other companies who will participate in the bidding as a partner or joint venture with the Bidder.
- c. Each Bidder is required to provide a Performance Bond and Payment Bond as set forth in the Contract. In assessing the qualifications, responsibility and responsiveness of a Bidder, the Authority may consider whether the entity submitting the bid is capable of providing the Performance and Payment Bond in its own name, or instead is providing bonding or insurance through an affiliation with another entity.
- d. Other data required by the Bid Documents includes (but is not limited to) the submittals related to the City's MBE/WBE program as described in this "Instructions to Bidders", the MBE/WBE Index and Submission Instructions and the MBE/WBE forms included in this specification.

16. AWARD OF CONTRACT

The work required for the Project includes removal and proper disposal of one 2,000-gallon and two 7,000-gallon Underground Storage Tanks, 5,500 gallons of water/gasoline, and up to 50 cubic tons of hydrocarbon-impacted soil. The Authority has a limited budget for the performance of this work. Accordingly, each Bidder is requested to provide a grand total, lump sum bid for the activities. It is understood by the Authority that certain unknown site conditions may affect the final Project cost. The successful Bidder and the award of a Contract, however, will be based on the grand total bid, together with the other factors identified herein, and will be the result of the Authority's overall determination as to the lowest, responsible and responsive Bidder, considering, among other things, not only cost but adherence to specifications, past performance of the Bidder and such other factors as have been identified herein. The selected Bidder to whom an award is made will be notified at the earliest practicable date. The Authority however, reserves the right at its sole discretion to reject any and all bids and to waive any informality in the bids received. This includes, but is not limited to, the failure of a bidder to make reasonable good faith efforts to demonstrate the ability to meet the City's MBE/WBE goals prior to bid opening.

17. PERFORMANCE AND PAYMENT BOND; EXECUTING OF CONTRACT

- a. Subsequent to the award and within five working days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Authority the Contract, in the form attached hereto.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, a successful Bidder shall, within the period specified in Paragraph "a" above, furnish a Performance and Payment Bond in a penal sum of at least 100% of the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms, or corporations to whom the successful Bidder may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bond shall be in substantially the same form included in the Bid Documents and shall bear the same date as, or a date subsequent to, the date of the Contract. This Bond shall be signed by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

The practice of multiple sureties joining together to issue a satisfactory Bond, shall not be allowed.

- c. On each Bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such Bond.
- d. The failure of the successful Bidder to execute the Contract in the form attached hereto and to supply the required Bond within five working days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant based upon reasons determined adequate by the Authority, shall constitute a default, and the Authority may either award the Contract to the next lowest responsive Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Guaranty. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Authority for a refund.

18. WAGES AND SALARIES

- a. The contract resulting from this opportunity is subject to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is provided in Appendix F-5.
- b. This Contract is subject to State of Missouri Prevailing Wage Laws. Not less than the prevailing wage rate must be paid to all workers performing work under this Contract.

The contractor will forfeit a penalty of \$100 per day (or portion thereof) if a worker is paid less than the prevailing wage rate for any work done under this Contract by the contractor or subcontractor. Missouri prevailing wages are provided in Appendix F-5.

For more information, refer to Chapter 290 (“Wages, Hours and Dismissal Rights”) of the Missouri Revised Statutes which is available online at:

<http://www.moga.mo.gov/statutes/chapters/chap290.htm>.

Or, contact:

Missouri Dept. of Labor and Industrial Relations
Division of Labor Standards - Prevailing Wage Section
PO Box 449
Jefferson City, MO 65102-0449
573-751-3403
www.dolir.mo.gov/sl/prevailingwage
E-mail: prevailingwage@dolir.mo.gov

- c. Where the Federal and State rates differ for the same classification, the contractor is required to pay the higher rate.
- d. The rates of pay requirements set forth under the Bid Documents are the minimum rates to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions, such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.
- e. Any worker classification not included in Appendix C or Appendix D shall be brought to the Authority’s attention immediately by the Bidder.
- f. Notwithstanding “a-e” above, no person shall be paid less than that required by the City of St. Louis’ “Living Wage” as contained in Ordinance 65597.

19. EQUAL EMPLOYMENT OPPORTUNITY

- a. Contractor agrees that in performing under this Contract neither the Contractor nor anyone under Contractor’s control will permit discrimination against any employee, worker, or applicant for employment because of race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. Such action shall include but not be limited to any action to bar employ, upgrade, or recruit, expel, discharge, demote, or transfer; layoff, terminate, or create intolerable conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Contractor, during its performance under this Contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive meaningful consideration for employment without regard to race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. The Contractor will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, marital status,

color, age, religion, sexual orientation, familial status, disability, national origin or ancestry.

- c. Contractor will permit reasonable access by the Authority to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, or to furnish information or permit his books, records, and accounts to be inspected, within twenty days from date requested, this Contract may be cancelled, terminated, or suspended in whole or part and Contractor may be declared ineligible for further Authority Contracts for a period of one year, by the option of the Authority. In the event this Contract is cancelled, terminated, or suspended for failure to comply with fair employment practices, the Contractor shall have no claims against the Authority for damages as a result of such cancellation termination or suspension.
- e. Contractor further agrees that these clauses ("a" through "d") on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Contractor in all Contracts or agreements entered into with suppliers of materials or services, Contractors, and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may performed any such labor or services in connection with this Contract.
- f. Whenever the Contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses "a" through "e", of these provisions relating to fair employment practices, the Contractor shall notify the General Counsel of the Authority in writing of such suit or threatened suit within ten days.

20. MINORITY AND WOMEN-OWNED (MBE/WBE) BUSINESS ENTERPRISES:

The City of St. Louis is committed to involving Minority and Women-owned Business Enterprises (MBE/WBE) in meaningful roles. It is the policy of the Authority that MBE/WBE firms shall have an equal opportunity to participate in the performance of this contract. The Mayor's Executive Order 28 has established goals of 25% MBE and 5% WBE participation. A Bidder who, in accordance with the documentation requirements of this specification, has achieved the 25% MBE and 5% WBE goals shall be in compliance with this specification.

The Authority will work with the City's Disadvantaged Business Enterprise (DBE) Program Office located at the St. Louis Airport to monitor M/WBE participation. A current directory containing the names of firms that have been certified as eligible to participate as MBE/WBEs on City contracts can be obtained from the DBE Program Office. The Authority will only count towards the MBE/WBE goals firms who, at time of Bid Opening, are certified by the DBE Program Office. Bidders should contact the DBE Program Office at 314-551-5000 to verify the status of a firm's certification. The MBE/WBE Directory is also accessible at www.mwdbbe.org.

A Bidder who cannot achieve the 25% MBE and 5% WBE goals must provide documentation of the reasonable good faith efforts to meet the goal(s) and request a waiver from the goal(s), as prescribed in this specification. In such an instance the Bidder must be able to demonstrate that the required "good faith efforts" were initiated prior to submittal of the Bid. If the Bidder cannot

demonstrate such “good faith efforts” to the satisfaction of the Authority, the Bid will be rejected as non-responsive.

M/WBE forms and additional information are provided in Exhibit F-4.

- a. **Pre-Contract Award Obligations:** A bid, properly executed, shall certify that the bidder has undertaken the required good faith efforts to achieve the stated MBE/WBE goals. Each bidder will be required to submit the MBE/WBE Utilization Statement with its bid. Failure to submit the MBE/WBE Utilization Statement as required herein will result in the bid being rejected as non-responsive.

The apparent low bidder and all other bidders still desiring to be considered for contract award must submit the MBE/WBE Utilization Plan, the Subcontractor List, the Good Faith Efforts Report and Statement, a copy of the bid solicitation to all subcontractors and, where appropriate a request for waiver, within 48 hours after bid opening. Firms bidding as a joint venture must submit a fully executed copy of the joint venture Contract at this time. Failure to submit each of the aforementioned documents will render a bid non-responsive.

To establish a responsive bid, the bidder must either document (on the MBE/WBE Utilization Plan) how the proposed utilization achieves the stated goals, or document bidder’s good faith efforts expended (on the Good faith Efforts Report and Statement) prior to bid opening. For the purpose of determining the degree of goal attainment, the bidder should refer to Section Four, “Public Works Contracts” of Mayor’s Executive Order #28, attached as Exhibit F-3.

- b. **Requests for Waiver:** If the MBE/WBE Utilization Plan does not meet the project goals, the bidder shall seek a partial or total waiver of the project goals. The application for waiver for all or part of the project goals shall include full documentary evidence of the bidder’s good faith efforts to meet the project goals and why the request for waiver should be granted. The application shall be in writing and submitted within 48 hours after bid opening. The application must include a narrative, affidavits or exhibits which verify the actions taken by the bidder to meet the project goals.
- c. **Post Contract Award Compliance:** Within fifteen (15) calendar days after the Pre-Construction Conference, fully executed copies of each MBE/WBE subcontract must be submitted to the Authority. If a bidder fails to submit the required documentation within the specified time period, the Authority may withdraw the notice of award and the bid security of that bidder may be forfeited to the Authority. In any event, the Authority will not issue a “Notice to Proceed” until the required documentation is submitted.

During construction the Contractor shall submit the Monthly MBE/WBE Utilization Report to the Authority. Changes to the approved MBE/WBE Utilization Plan will be considered by the Authority only for one of the following reasons:

1. The named MBE/WBE firm is unable to meet the delivery requirements of the construction schedule.
2. The named MBE/WBE firm is dilatory in complying with requirements of the Bid Documents.
3. The name MBE/WBE firm is prevented from performing due to bankruptcy, insolvency or otherwise.

The Contractor shall promptly report any and all proposed changes in the utilization of MBE/WBE firms to the Authority, in writing, using the Subcontractor or Supplier Substitution Form included as part of this specification.

- d. **Penalties:** If SLDC determines that a contractor or bidder has failed to comply with the City's program regarding utilization of minority and women's business enterprises, it shall report its finding to the Mayor.

The Mayor, pursuant to Article VII, Section 1 of the Charter, may subject the offending party to any or all of the following penalties and sanctions:

1. Withholding of contract award;
2. Suspension of contract;
3. Withholding of payments;
4. Rescission of contract based upon a material breach of contract pertaining to MBE and/or WBE participation;
5. Refusal to accept a proposal;
6. Disqualification of a bidder or contractor from eligibility for providing goods or services to the City for a period not to exceed one year;

21. NATURE OF THE BIDDER

Based upon the technical requirements of the Contract, Drawings and Technical Specifications and the requirements for the performance of **removal and proper disposal of one 2,000-gallon and two 7,000-gallon Underground Storage Tanks, 5,500 gallons of water/gasoline, and up to 50 cubic tons of hydrocarbon-impacted soil**, the Authority will assess each submitted bid by reviewing the specific persons and companies who will be performing the work. In this regard, if any Bidder is a joint venture, partnership or other affiliation of more than one company, the Bidder shall provide all information requested by the Authority to identify the precise nature of the partnership, joint venture or other affiliation (including but not limited to a copy of the written agreement establishing the joint venture, partnership or other affiliation), and shall identify precisely the persons who will be supervising the work, and performing each principal portion of it, and identify which company will be the employer of such persons, identify the specific company that will be providing the Performance and Payment Bond and applicable insurance for the Project, and identify precisely which company will be providing the financial resources necessary for the performance of the work. In addition, any such Bidder shall provide complete and detailed financial information with respect to both companies so that the Authority may determine the financial capacity of each. In the event the selected Contractor is a joint venture, each member of the joint venture shall be jointly and separately liable to the Authority for the performance of the Contract and for any damages or other liabilities arising there under. In this regard, the Authority shall have the right, in its sole discretion, to enforce the Contract individually, severally and successively against any one of the participants in the joint venture without impairing or affecting the rights of the Authority against the other.

22. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

Prior to contract execution and as a condition of final award, the selected 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 this project. The Contractor shall sign an Affidavit affirming that it does not knowingly employ

any person who is an unauthorized alien in connection with this project pursuant to the provisions of Sections 285.525 through 285.555 of the revised Statutes of Missouri, 2000, as amended. Notice and instructions regarding the requirements of this provision are included in Exhibit F-6.

PROCESS

1. Pre-Bid

The Bidder must fulfill and document each of the following requirements:

- A. Any firm that intends to bid for the prime contract must have a notice of its intention delivered to the construction clearinghouse as soon as feasible, but no fewer than seven calendar days before the date on which the firm desires to have all quotes in hand. The notice may be delivered by fax or E-mail, but must be in writing. In addition, the notice must at a minimum contain the following:
1. The name, street address, mailing address if different from the street address, telephone and fax numbers and E-mail address of a contact person.
 2. An identification of specific items of work that the plan holder may subcontract, and
 3. Expressly encourage MBE/WBEs to quote those items.

This contact shall be recorded in the Monthly Follow-Through Report, EEO-2.

The clearinghouses are:

MOKAN (St. Louis CCAC)
5261 Delmar Blvd., Suite B
St. Louis, MO 63108
(314) 454-9675

Contractors Assistance Program (CAP)
6330 Knox Industrial Drive
St. Louis, MO 63139
(314) 621-3135

- B. Contact the organizations listed below and solicit assistance in obtaining minority workmen to be employed under the contract. These contacts shall also be recorded in the Monthly Follow-Through Report, EEO-2.

St. Louis Construction Orientation
Intake Center
1300 Convention Plaza
St. Louis, Missouri 63103 Phone: 621-3190

AGC Construction Training School (apprentices only)

6301 Knox Industrial Drive
St. Louis, Missouri 63139 Phone: 644-1525

- C. Register with appropriate agencies of the City of St. Louis ("City"). This applies also to partnerships and joint ventures.
- D. Be licensed to do business in the City. The Bidder may check with the following: License Collector, Room 104 City Hall, 1200 Market Street, St. Louis, MO 63103; Phone: 622-4528.
- E. Have paid all appropriate taxes before the Contract can be approved. The Bidder may contact the following: Collector of Revenue, Room 410 City Hall, 1200 Market Street, St. Louis, MO 63103; Phone: 622-3291.

Participants in partnerships and joint ventures additionally shall individually have complied with the above requirements.

2. Bid

Each Bidder shall submit, in triplicate (3 copies), the following: (See also the Form of Bid Proposal). **A bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.**

- A. Bid Proposal Form
- B. Bid Bond
- C. Non-Collusive Affidavit
- D. Bidder's Qualifications
- E. MBE/WBE Utilization Statement (see Exhibit F-4).

3. Pre-Award Requirements

Within 48 Hours Following Bid Opening all bidders still desiring to be considered for contract award **must** submit the following: **A bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.**

- 1. Subcontractor List
- 2. MBE/WBE Forms in Exhibit F-4 as applicable
- 3. Copy of Bid Solicitation to Subcontractors
- 4. Request for Waiver of MBE and/or WBE goals, if applicable
- 5. Executed Joint Venture Contract, if applicable

4. Pre-Award Conference

At the pre-award conference, the selected Bidder shall submit, in triplicate (3 copies), of the following: **A bidder who fails to submit fully executed copies of each of the following may be deemed non-responsive.**

- A. Certification of Agreed MBE/WBE Utilization
- B. Subcontractor Participation Form
- C. For each proposed Subcontractor with a subcontract in excess of \$500,000:
 - 1. Contractor's Compliance Report.
 - 2. Compliance Evaluation Form.
- D. Bar Chart Construction Schedule

5. Award

Successful Bidder ("Contractor") shall submit the following:

- A. Executed Contract
- B. Executed Acknowledgement
- C. Performance and Payment Bond with Power of Attorney
- D. Required Insurance Certificates

6. Pre-Construction Conference

Contractor shall submit the following:

- A. Copies of all required permits
- B. Subcontractor approval package(s), which include the following:
 - 1. Executed Subcontractor Request for Approval Form
 - 2. Non-Collusive Affidavit executed by each subcontractor
 - 3. Required Subcontractor Insurance Certificates

7. Notice to Proceed

The Authority will not issue a notice to Proceed until fully executed copies of all MBE/WBE subcontracts are received.

8. Construction Phase

Contractor shall submit the following:

- A. For every partial payment request, including the initial request, the following reports must be submitted to the Authority:
 - 1. Periodic Estimate for Partial Payment, on an acceptable form.

2. Record of Payments to Subcontractors, material Suppliers and other vendors, in triplicate (see Exhibit F-4).
 3. Weekly payroll documentation for Prime Contractor and all Subcontractors, in triplicate.
 4. Monthly Manpower Utilization Report.
 5. All documentation and report needed to fully comply with the Executive Orders of the Mayor of the City of St. Louis (see Exhibit F-3).
 6. Partial lien waivers for the contractor and all subcontractors and suppliers, for the previous pay period.
- B. Final payment request with the following reports:
1. Required reports for partial payment request (see above paragraph).
 2. Executed Certificate and Release, in triplicate.
 3. MBE/WBE Final Report of Payments Report (see Appendix #2).
 4. Final lien waivers from contractor and all subcontractors and suppliers.
- C. Submit MBE/WBE Substitution Form if any subcontractor/supplier is being replaced on the project (see Exhibit F-4).

FORM OF BID PROPOSAL
UNDERGROUND STORAGE TANK CLOSURE
AND REMEDIAL SOIL EXCAVATION
VACANT LAND (CITY BLOCK 937)
2130 DR. MARTIN LUTHER KING JR. DRIVE
ST. LOUIS, MISSOURI

Bidder: _____

Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

TO: Planned Industrial Expansion Authority of the City of St. Louis
c/o St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Mr. Chad Howell

1. **General:** The Bidder, having familiarized itself with the existing conditions in the area of the work affecting the cost of the work, with the Bid Documents, which included the Invitation, Instructions to Bidders, the Form of Bid Proposal, the Bid Guaranty requirements, the Form of Non-Collusive Affidavits, the Form of Contract, the Performance and Payment Bond requirements, the General Conditions, the Special Conditions, the Technical Specification, Bid Documents, and Drawings and Addenda, if any thereto, as prepared by the St. Louis Land Reutilization Authority, 1015 Locust Street, 12th Floor, St. Louis, Missouri 63101, and the Engineers, hereby proposes to furnish at the price indicated on this Bid Proposal, all technical personnel, labor, materials, equipment and services required to perform and complete all work required for **Underground Storage Tank Removal, Vacant Land (City Block 937), 2130 Dr. Martin Luther King Drive, St. Louis, Missouri**

2. **Qualifications:** In order for Bidder's Proposal to be considered for award of the contract, the following qualification documents and details, executed where necessary, are submitted herewith:
 - a. Contractor's Qualifications, including AIA Document 305 signed by an officer of the company

 - b. If the Bidder is a partnership or joint venture, provide a copy of the partnership or joint venture Contract.

 - c. The number of years Contractor has been engaged in construction work of a similar nature to this project.

- d. List of full time on-site supervisory personnel to be engaged in the contract, their name, title, resumes, references, length of service with Contractor's company, specific experience including the size and dollar value of projects supervised for the on site supervisor who will be responsible for the work under this project. The identified supervisory official shall have complete authority to speak for and make commitments for the Contractor. The supervisory official shall have a minimum of five (5) years experience in projects of similar size and scope, and submit a list of owner contacts for projects performed within that time frame.
- e. A complete list of contracts performed by the Bidder involving work similar in nature, scope or technical requirements to that required for this Project, including names, addresses, telephone numbers and contact persons of the owners.
- f. A detailed description of the means, methods or procedures that will be employed by the Bidder in connection with the performance of the work on the Project.
- g. Detailed project schedule for all work reflecting completion by **January 31, 2012**.
- h. Evidence of Contractor's ability to obtain Performance and Payment Bond as required by the Bid Documents, shown by a letter signed by the Contractor's bonding company.
- i. Evidence of Contractor's ability to obtain insurance as required by the Bid Documents, shown by a letter signed by the Contractor's insurance company, and addressing specifically each item under the General Conditions, Section 30, Insurance.
- j. Credentials and copies of licenses of the landfill site and operator to be used for waste materials/debris.
- k. Each Bidder shall (i) submit with its Proposal, a notarized statement describing any citations and /or violations issued by any regulatory agency concerning performance on previous contracts, (ii) briefly describe the circumstance(s) involving the job(s) and citation(s)/ violation(s) and involved persons and agencies, (iii) discuss the outcome(s) of any violation(s) and (iv) answer the question, "has your firm or its agents been issued a Stop Work Order on any project within the last 24 months?" If the answer to the questions is "yes", provide details as specified above.
- l. Each Bidder shall answer the question, "Are you now or have been in the past, a party to any litigation or arbitration arising out of your performance of any contract?" If the answer to the question is "yes", provide details as specified in (1) above. You shall describe any liquidated damages assessed against you within the last 24 months.

Failure to report properly or truthfully any of the required information in Section 2, Qualifications, shall be considered sufficient cause for the Authority's rejection of the submitted Bid. In addition, the Authority reserves the right to take such steps as it deems necessary to determine the ability of each Bidder to perform the work. The Bidder shall provide to the Authority such additional information and data for this purpose as the Authority may request. The Authority reserves the right to reject any

bid or Bidder for any reason considered by the Authority to be relevant to the Bidder's potential performance, including but not limited to the Authority's investigation or consideration of the information submitted by such Bidder.

The Bidder has indicated, in figures, a Price for each of the separate items called for in the Proposal, and has shown the Gross Sum ("Grand Total Bid") in the place indicated in the Proposal as the summation of said items.

In case of Discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the items of the work, the Bidder agrees that the sum of the items shall govern, and any errors found in said Sum may be corrected by the Authority.

Unbalanced proposals on which the prices for some items are out of proportion to the prices for other items will be considered as sufficient cause for the disqualification of a Bidder and the rejection of its proposal.

The Bidder agrees that the Authority may reject its bid for any or no reason and award the contract to another party, and hereby waives any claim of damages for said.

If written notice of acceptance of the above bid is mailed, telegraphed, faxed, or delivered to the Bidder within ninety (90) calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the Bidder agrees to execute and deliver a Contract in the prescribed form and to furnish the required bond and insurance within five working days after the Contract is presented to it for signature.

Security in the sum of _____ Dollars (\$_____) in the form of _____ is submitted herewith in accordance with the Instructions to Bidders.

Attached hereto is an affidavit of proof that the Bidder has not colluded with any person with respect to this bid or any other bid submitted for this Contract.

The Bidder has submitted or has enclosed financial and experience statements in accordance with the Bid Documents.

Receipt is hereby acknowledged of the following addenda:

<u>Addendum No.</u>	<u>Dated</u>	<u>Acknowledged</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Prices: The following price breakdown must be filled out for the purpose of bid evaluation and to establish a schedule of values for the work. Bidders are reminded that the goal of this project is **removal and proper disposal of one 2,000-gallon and two 7,000-gallon Underground Storage Tanks, 5,500 gallons of water/gasoline, and up to 50 cubic tons of hydrocarbon-impacted soil. The Grand Total Bid will be used in determining the selected bidder, but it is likely that some bid items will not be included in the final contract.** The bid prices shall include all labor, materials, overhead, profit, insurance, taxes, fees, permits, etc. to cover the finished work. Successful bidder agrees to:

- Accomplish the scope-of-work in accordance with requirements of the Bid Document;
- Maintain compliance with all regulatory requirements and accepted industry standards;
- Follow the HASP to maintain a safe environment during performance of the work; and
- Perform the scope-of-work in a manner that minimizes disruption to the site operations.

LUMP-SUM PRICING:

Mobilization/Demobilization

Mobilize/demobilize required personnel and equipment to/from the site and set up necessary features such as storage areas and sanitary facilities. Obtain all necessary local, state and/or federal permits. Provide public utility clearance. Prepare and submit site-specific Health and Safety Plan based on all applicable Occupational Safety and Health Administration (OSHA) standards and regulations. Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the tank closure work as specified in Section 2.1 of the Bid Document.

\$ _____

UST Systems Closure

Remove one 2,000-gallon and two 7,000-gallon USTs and all associated piping. Lump-sum price includes the following: characterize/profile tank contents; render tank atmospheres non-explosive prior to removal; excavate and remove tanks and associated piping; stockpile excavated material for characterization; properly clean and dispose tank components, residual product and/or sludge, and wash rinsate; place imported-backfill material in the excavation to replace tank-void volume; and re-place and compact acceptable overburden backfill material in excavation. Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the tank closure work as specified in Section 2.2 of the Bid Document.

\$ _____

Excavate, Transport & Dispose Contaminated Soils

Characterize (includes profile acceptance) and excavate, load, transport and dispose hydrocarbon impacted soil (assumed to be 250 tons) and backfill with 2-inch minus quarry rock (assumed 250 tons). Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the tank closure work as specified in Section 2.3 of the Bid Document.

\$ _____

GRAND TOTAL BID:

\$ _____

UNIT-RATE PRICING:

Unit rates will apply in addition to the lump-sum pricing for the following tasks. Add/deduct pricing will adjust Grand Total Bid for actual site conditions versus what is assumed for individual lump-sum pricing.

Disposal of Tank Contents

Provide unit-rate prices for removal, transportation, and off-site disposal of tank contents as specified in Section 2.2.2 of the Bid Document.

- Waste Disposal (Bulk Liquid) – Hazardous Liquid \$ _____ add/deduct per gallon
- Waste Disposal – Hazardous Liquid \$ _____ add/deduct per 55-gallon drum
- Waste Disposal – Hazardous Solid \$ _____ add/deduct per 55-gallon drum
- Waste Disposal (Bulk Liquids) – Non-Hazardous \$ _____ per gallon
- Waste Disposal – Non-Hazardous Liquid \$ _____ per 55-gallon drum
- Waste Disposal – Non-Hazardous Solid \$ _____ per 55-gallon drum
- Waste Disposal (Bulk Liquids) – Beneficial Re-Use \$ _____ per gallon
- Waste Disposal – Beneficial Re-Use Liquid \$ _____ per 55-gallon drum

Disposal of Tank Pit Water

Provide a unit-rate per gallon price for removal, transportation, and proper off-site disposal of petroleum-impacted water from the tank pit, and a lump-sum fee to characterize and profile the water for proper disposal as specified in Section 2.2.2 of the Bid Document.

- Characterizing and Profiling Fee \$ _____
- Waste Disposal (Bulk Liquid) – Hazardous \$ _____ per gallon
- Waste Disposal (Bulk Liquid) – Non-Hazardous \$ _____ per gallon
- Waste Disposal (Bulk Liquid) – Direct Discharge \$ _____ per gallon

Excavation, Transportation, and Disposal of Additional Petroleum-Impacted Material

Provide a unit-rate per ton price for the excavation, transportation, and disposal of petroleum-impacted soil as specified in Section 2.3 of the Bid Document.

- Unit-Rate Per Ton – Special Waste Soils \$ _____ add/deduct

Placement of Additional Imported Backfill Material in Excavation

Provide a unit-rate per ton price for the transportation, placement, and compaction of additional imported backfill material in onsite excavations as specified in Section 2.4 of the Bid Document.

- Unit-Rate Per Ton \$ _____ add/deduct

NOTE TO BIDDERS: Each unit item identified above shall include all costs to accomplish the specified item (including necessary supervision, labor, equipment, applicable permits, taxes, etc.). Please note that quantity estimates on the bid sheet are provided for bid comparison purposes only. Payment will be based upon actual quantities as determined by Consultant (or their representative's) field observations and measurements.

ITEMIZED FEE SCHEDULE: Bidder will submit an itemized fee schedule with their Bid Form indicating unit rates for labor, materials, and equipment for performing the UST work. The fee schedule will become part of the subcontract agreement.

The contract resulting from this opportunity is subject to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is provided in Appendix F-5.

BID EXECUTION:

Bidder agrees that the bid pricing will remain firm for a period of 60 calendar days following the bid-closing time. The Bid Form will be executed by an authorized agent of the company binding the Bidder to a legal subcontract agreement.

4. Subcontractors. The names and addresses of the major subcontractors who will be used on the project are (use additional sheets as necessary):

<u>Name</u>	<u>Address</u>	<u>Specialty</u>
a.	_____	_____
	_____	_____
b.	_____	_____
	_____	_____
c.	_____	_____
	_____	_____

The undersigned further declares that it has carefully examined the Bid Documents, plans, specifications, and the job site, and has satisfied itself as to all quantities and conditions and understands that in signing this proposal, it waives all right to plead any misunderstanding regarding these documents and conditions.

The total fee proposed to accomplish all of the work indicated on the plans and specifications shall be reflected in the above line item breakdown. In the event that there is some doubt as to where a specific material or labor cost should be included, Contractor shall verify with the

Authority or provide a written clarification as to the description of work included in a specific category. This proposal shall be binding on all of the heirs, successors, assigns, executors, and administrators of the undersigned.

Authorized Agent: _____

Title: _____

Signature: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

State of Missouri)
)SS
City of St. Louis)

_____ being first duly sworn, deposes and says:

That he/she is _____
of _____
_____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the St. Louis Development Corporation, acting on behalf of the **Planned Industrial Expansion Authority** of the City of St. Louis, or any person interested in the proposed contract; and that all statements in said proposal of bid are true, that the prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy and connivance and place responsibility on, in addition to the bidder, its agents, representatives, owners, employees, or parties in interest.

Signature of Bidder:

By: _____

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

(Notary Public)

My Commission Expires: _____.

APPROVED FOR LEGAL FORM AND ADEQUACY:

JACQUELINE HARRIS Assistant City Counselor

SEAL:

(Contractor)

ATTEST:

BY: _____
TITLE:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)SS
CITY OF ST. LOUIS)

On this _____ day of _____, 2011, before me appeared Rodney Crim to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the **Planned Industrial Expansion Authority of the City of St. Louis**, a public body corporate and politic of the State of Missouri, and that the seal affixed to the forgoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Commissioners, and said Rodney Crim acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
)SS
CITY OF ST. LOUIS)

On this _____ of _____, 2011, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the Bid Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Authority and the Contractor, of which the General Conditions form a part.
- b. The term "Authority", "Local Authority", or "Local Public Agency" means the St. Louis Development Corporation acting on behalf of the **Planned Industrial Expansion Authority** of the City of St. Louis, which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation, partnership or joint venture, entering into the contract with the Authority to perform the work to be done under this Contract.
- d. The term "Contracting Officer" means the person within the Authority's organization duly authorized by the governing body thereof to administer contracts for and in the name of the Authority. It does not necessarily mean the person executing this Contract. The Authority will advise the Contractor of the name of the person or official who is designated as the Contracting Officer.
- e. The term "Engineer" means the Engineer in charge serving the Authority, its successor or any other person or persons designated or employed by the Authority for the purposes of directing or having charge of the work embraced in this Contract and/or having provided technical documents. The Authority will advise the Contractor of the name of the person or official who is designated as the Engineer.
- f. The term "Bid Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of the Bid, Form of Bid Bond, Form of Non-Collusive Affidavits, Form of Performance and Payment Bond, the General Conditions, the Exhibits, Special Conditions, Technical Specifications, the Drawings, and all other documents listed in the Index of Bid Documents.
- g. The term "Drawings" means the drawings listed under the "Schedule of Drawings", and/or included in the drawings obtained by the Contractor.
- h. The term "Technical Specifications" means that part of the Bid Documents which describes, outlines and stipulates the quality of any materials to be furnished: the quality of workmanship required; and the manner and methods to be employed in the work to be done under this Contract.
- i. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Bid Documents which have been duly issued by the Authority to prospective Bidders prior to the time of receiving bids.
- j. The term "Work Day" shall refer to an eight (8) hour period, Monday through Friday, excluding federal holidays, beginning no earlier than 6:00 AM and ending no later than 5:00 PM.

2. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals, and claims must be made in writing.
- b. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the form of Bid Proposal (or at such other office as the Contractor may, from time to time, designate in writing to the Authority), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph or delivery company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the St. Louis Development Corporation, 1015 Locust Street, Suite 1200, St. Louis, Missouri 63101 (Attention: Chad Howell), and any notice to or demand upon the Authority shall be sufficiently given if so delivered or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph or delivery company for transmission to said Authority at such address, or to such representatives of the Authority or to such other address as the Authority may, from time to time, subsequently specify in writing to the contractor for such purpose.

3. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, (or more than one superintendent if double shifts are performed) satisfactory to the Authority and the Engineer, on the work at all times during working hours with full authority to act for it. The Contractor shall also provide an adequate staff for the proper coordination and expediting of work.
- b. The Contractor shall lay out its own work and it shall be responsible for all work executed by it under the Contract. It shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

4. SUBCONTRACTS

- a. The Contractor shall not execute a Contract with any subcontractor or permit any subcontractor to perform any work included in this Contract until it has submitted a non-collusive affidavit from the subcontractor in substantially the form provided, has submitted the subcontractor's insurance certificate, and has received written approval of such subcontractor from the Authority. Said approval shall in no way make the Authority liable for any act or deed, or result of the use of, the Contractor's subcontractor.
- b. No proposed subcontractor shall be disapproved by the Authority except for cause.
- c. The Contractor shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with all provisions of the Contract and Bid Documents.
- e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Authority.

5. CONTRACTS

The Authority or other entities may award, or may have awarded, other contracts for additional work at or near the project area, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

The laws of the State of Missouri shall govern the interpretation and enforcement of this Contract.

This Contract constitutes the entire Contract between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written Contract or representation other than as contained herein.

The failure of the Authority in any instance to insist upon strict performance of any of the terms hereunder or to exercise any rights conferred herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

Financial records, supporting documentation, statistical records and all other records pertinent to any activity under this contract shall be retained by the Contractor for a period of three (3) years from the date of final payment under this contract.

6. SCHEDULING AND COORDINATION OF THE WORK

- a. The Contractor shall be responsible for the proper scheduling of all work and for the coordination of the operations of all trades, subcontractors, or material persons engaged upon this Contract. It shall be prepared to guarantee to each of its subcontractors, the locations and measurements which they may require for the fitting of their work to all surrounding work.
- b. The Contractor shall coordinate all of the work under this Contract with work to be done by others.
- c. The Contractor shall conduct its work so as not to interfere with functioning of existing sewers. Extreme care shall be observed to prevent debris from entering existing sewers as a result of his work. This section "c" shall not apply to sewers which are currently unused, are not to be used in the future, and are to be demolished as part of this contract.
- d. The Contractor shall make allowance for and pay for all incidental and overhead expense of coordinating its work and work by others.

- e. The work must be scheduled and accomplished in stages as approved by the Engineer.

7. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Bid Documents and Technical Specification, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, permits, or other expenses and all other services and facilities of every respect and within the specified time.

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by Contract or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Authority on account of any damage alleged to have been so sustained, the Authority will notify this Contractor, who shall defend at this own expense any suit based upon such claim, and, if any judgment or claims against the Authority shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

Contractor acknowledges that the work is to be performed in strict conformance with all means, methods and procedures specified in the Contract Documents (including but not limited to any disposal procedures, wrecking or abatement methodologies or dust mitigation and control requirements set forth therein). Contractor agrees that alternative methods and procedures to those that are specified in the Contract Drawings will not be allowed, even if they are otherwise permitted by applicable law, regulation or industry practice. The Contract Price will not be increased, and the Time for Completion will not be extended, based on any claim by the Contractor that it expected or assumed it could employ different or alternative means, methods or procedures from those required by the Contract Documents, regardless of whether such different or alternative means, methods or procedures are or have been permitted on other projects (whether by the Authority or any other entity) or are or have been allowed by any applicable law or regulation or any industry custom, standard or practice.

In addition, Contractor acknowledges, that except for those means, methods or procedures that are specified in the Contract Documents, Contractor is solely responsible to develop, determine and implement such means, methods and procedures as are required to perform the work in a full, timely, complete and proper fashion, in accordance with all requirements of the Contract Documents and applicable law. In this regard, Contractor represents that it has visited the Project site, has examined carefully all of the Contract Documents, has reviewed all reports and other information relating to the conditions at the Project site that have been identified to the Contractor in connection with the solicitation or submission of the Contractor's bid and the negotiation of this Contract, and has made a reasonably thorough inspection of the Project site (during which inspection the Contractor has correlated its personal observations with the requirements of the Contract Documents and has acquainted itself with all physical and observable conditions under which the work will be performed). Based on the foregoing, the Contractor assumes responsibility for (and shall not be entitled to any increase in the Contract Price or extension of the Time for Completion or to any other damages or additional compensation based on) any conditions at the site that the Contractor reasonably should have anticipated or detected, based on the information made available to the Contractor prior to the execution of the Contract (including a reasonably thorough inspection of the Project site).

Specifically in this regard, Contractor acknowledges and agrees that the Contract Price will not be increased, and the Time for Completion will not be extended, based on any expectation or assumption by Contractor that any particular means, methods, procedures or sequences could be employed in connection with the work (other than those specified in the Contract Documents) if the reason such means, methods, procedures or sequences cannot be employed, is a condition that was observable by, or disclosed to, the Contractor prior to the execution of this Contract.

8 BID DOCUMENTS AND DRAWINGS

The Authority, if requested by the Contractor, will furnish the Contractor, without charge, up to six (6) copies of the Bid Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

9. JOB OFFICES

The Contractor may provide such job site offices as needed for this project at its sole expense. Authority must approve of its location on site.

10. PAYMENTS TO CONTRACTOR

i. Partial Payments

- a. The Contractor shall prepare its requisition for partial payment, as described in "Process" Section 8 (page 21), as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by deducting from the total value of work complete to date, (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work complete to date shall be based on the estimated quantities of work completed and on the unit price and lump sum amounts contained in the Bid Documents. Copies of all contractor and subcontractor invoices and documentation shall be available for inspection by the Engineer.

The Contractor, upon payment by the Authority, shall within ten (10) calendar days issue payment to all subcontractors and suppliers owed monies for that monthly payment period.

- b. Monthly or partial payments made by the Authority to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Authority to require the fulfillment of all terms of the Contract and the delivery of all work embraced in this Contract complete and satisfactory to the Authority in all details. Retainage on this Project may at the option of the Authority be reduced to five percent (5%), once the Project has reached a minimum of ninety-five percent (95%) completion.

ii. **Final Payment**

- a. After final inspection and acceptance by the Engineer and the Authority of all work under Contract, the Contractor shall prepare its requisition for final payment, as described in "Appendix to the Instructions to Bidders VIII" on page 24, which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and/or lump sums stipulated in the Contract. Contractor and all subcontractors agree that the Authority's measured or computed quantities will control with respect to payment.

The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

Final payment to the Contractor shall be made subject to its furnishing the Authority with a release in satisfactory form of all claims against the Authority arising under and by virtue of its contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 15 DISPUTES, GENERAL CONDITIONS.

- b. The Authority, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the Authority deems the same necessary in order to protect its interest. The Authority, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.
- c. Withholding of any amount due the Authority under the section entitled "Liquidated Damages" in the SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

iii. **Withholding Payments**

The Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Authority, and if it so elects, may also withhold any amounts due from the contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any monies from the Contractor shall in nowise impair the obligations of any surety of sureties under any bond or bonds furnished under this Contract. The Authority at its option and expense may additionally utilize escrow agents for the disbursement of funds, and/or make joint payments to contractor and subcontractor as it deems necessary.

The Authority may withhold an appropriate amount of payment of a monthly estimate if the Contractor should fail to comply with any of the requirements set forth in the Contract. In addition, if the Contractor employs the services of other persons to execute any specific portions of work included in this Contract, the Contractor shall make

Contract to make monthly payments thereto. If any person so employed presents to the Authority evidence that such monthly payments have not been made, whereupon an investigation reveals the evidence to be true, then the Authority may withhold payment to the Contractor until such time as a Contract, satisfactory to the Authority, has been reached between the Contractor and the person employed.

To ensure that the obligations under subcontracts awarded to subcontractors are met, the Authority will review the Contractor's efforts to promptly pay subcontractors, vendors or suppliers for work performed in accordance with the executed subcontracts. The contractor shall pay subcontractors, suppliers and vendors, including MBE/WBEs their respective subcontract amount within 10 calendar days after the contractor receives payment from the Authority for the items performed by the subcontractors. The contractor shall provide the subcontractors with a full accounting to include quantities paid and deductions made from the subcontractor's partial payment at the time the check is delivered. Failure to do so without cause may result in an amount equal to the amount owed the subcontractor, vendor or supplier, plus 10% of the amount, being withheld by the Authority from the contractor on the next partial payment. Said amount will continue to be withheld by the Authority until the subcontractor is paid the amount due plus interest equal to the prime rate plus 1.5%. Notification from the subcontractor that payment has been received will be required if this clause is invoked. The Authority may require the contractor to certify the amount paid to subcontractors.

iv. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Authority shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, and as elsewhere required in the Bid Documents.

11. CHANGES IN THE WORK

- a. The Authority may make unilateral changes in the scope of the work required to be performed by the Contractor under the Contract, by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of its obligations under the Contract or any guarantee given by it pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used, or in the specified manner of work, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price, will be valid unless so ordered by the Authority in writing.
- c. If applicable unit prices are contained in the Contract (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Authority may order the Contractor to proceed with desired changes in work, the value of such changes to be

determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that, the net value of all changes does not increase or decrease the original total amount shown in the Contract by more than ten percent (10%) in accordance with the section entitled UNIT PRICES under INSTRUCTIONS TO BIDDERS.

d. If applicable unit prices are not contained in the Contract, or if the total net change increases or decreases the total Contract Price more than ten percent (10%), the Authority shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from it covering the work involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable the Authority will prepare the change order in accordance therewith for acceptance by the Contractor; and

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Authority may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the labor, materials, and equipment plus fifteen percent (15%) of said net cost to cover all overhead and profit, the total cost not to exceed a specified limit.

i. The net cost of the Contractor's labor is defined as: the basic hourly rate plus fringe benefits payments. The property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security taxes on this cost-plus-limited basis work will be included in the payment for overhead.

ii. The net cost of the materials used is defined as the actual cost of such materials delivered to the job site and incorporated in the work.

iii. The net cost of the equipment used is defined as the hourly operating cost of said equipment, times the actual time required to move equipment to and from the site of extra work (if necessary) plus the actual operating time spent on the extra work.

The hourly operating cost shall apply only to equipment that is already on the job. Equipment required to be brought to the job solely for this extra work will be paid for a minimum of one day operating time plus delivery charges.

iv. 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.

e. Each change order shall include in its final form:

(1) A detailed description of the change in work.

(2) The Contractor's proposal (if any) or a conformed copy thereof.

- (3) A definite statement as to the resulting change in the contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

12. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawing or otherwise involve extra cost or extension of time, it shall, within ten calendar days after the receipt of such instructions, and in any event before proceeding to execute the work, submit its protest thereto in writing to the Authority stating clearly and in detail the basis of its objections. No such claim will be considered unless so made.
- b. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Authority and work shall not proceed except at the Contractor's risk, until written instructions have been received by it from the Authority.
- c. If, on the basis of the available evidence, the Authority determines that an adjustment of the Contract Price and/or Time is justifiable and equitable, the procedure shall then be as provided in Section 11, CHANGES IN THE WORK of the GENERAL CONDITIONS.

13. TERMINATION, LIQUIDATED DAMAGES, DELAYS, AND SUSPENSIONS

a. Termination of Contract.

(i) Cause: If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Bid Documents, or as modified as provided in these Bid Documents, the Authority by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work, and they shall also be liable to the Authority for liquidated damages for any delay in the completion of the work, as provided below. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilized in completing the work such materials, tool, equipment, and plant as may be on the site of the work and necessary therefore. Contractor shall not be relieved of liability for damages sustained by the Authority as a result of breach of this Contract by Contractor, and the Authority may withhold payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined.

(ii) Convenience: The Authority may additionally terminate this Contract at any time for any reason by notice in writing from the Authority to the Contractor. Said termination shall be effective immediately upon Contractor receipt of such notice. In the event of termination of this Contract by the Authority, Contractor shall be entitled to receive compensation for any satisfactory work completed by Contractor through the effective date of termination. In no event shall Contractor

have a claim for loss or profit damages in the event of termination hereunder. Rights to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

b. **Liquidated Damages for Delays.**

If the work is not completed by **January 31, 2012**, as required by Section 1, TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages for each calendar day of delay, until the work is completed and accepted, the amount as set forth in Section 2, LIQUIDATED DAMAGES under SPECIAL CONDITIONS, and the Contractor and its sureties shall be liable to the Authority for the amount thereof.

c. **Excusable Delays.**

The Contractor shall not be charged with Liquidated damages for any delays in the completions of the work due:

(1) To any acts of the Government, including controls or restrictions upon, or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Authority;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including acts of God or of public enemy, acts of another Contractor in the performance of some other contract with the Authority, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), (3) and (4) of this paragraph "C" which directly affects the Contractor's ability to maintain his schedule.

Provided, however, that the Contractor promptly notifies the Authority within ten (10) calendar days in writing of the cause of the delay. Upon receipt of such notification, the Authority shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Authority shall extend the time for completing the work for a period of time commensurate with the period of excusable delay, only to the extent that said period of excusable delay directly affects the Contractor's ability to perform the work, and delays critical path activities necessary for project completion.

No payment, compensation or adjustment of any kind (other than the extensions of time provided for) shall be made to the Contractor for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable, and the Contractor agrees that it will make no claim for

compensation, damages or mitigation of liquidated damages for any such delays and will accept in full satisfaction for such delays said extension of time.

d. **Suspension of Contract:**

(1) The Authority may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for a period of time that the Authority determines appropriate for the convenience of the Authority.

(2) If the performance of all or any part of the work is, for an unreasonable period of time suspended, delayed or interrupted (i) by an act of the Authority in the administration of this contract or (ii) by the Authority's failure to act within the time specified in this contract (or within a reasonable time if not specified) an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(3) A claim under this clause shall not be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of the final payment under the contract;

14. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Authority; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Authority. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

15. DISPUTES

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) calendar days of commencement of the dispute, be presented by the Contractor to the Authority for decision. All papers pertaining to claims shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope.

In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten calendar days of its commencement, the claim will be considered

only for a period commencing ten (10) calendar days prior to the receipt by the Authority of notice thereof.

- b. The Contractor shall submit in detail its claim and its proof thereof. Each decision by the Authority will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested.
- c. If the Contractor does not agree with any decision of the Authority, it shall in no case allow the dispute to delay the work but shall notify the Authority promptly in writing that it is proceeding with the work under protest, and it may then except the matter in question from the final release.

16. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the matter shall be immediately submitted to the Engineer and the Authority, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

17. REQUESTS FOR INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Authority for any additional information not already in the Contractor's possession which should be furnished by the Authority under the terms of this Contract, and which the Contractor will require in the planning and execution of the work. Such requests must be submitted from time to time immediately as the Contractor becomes aware of the need for supplementary information and each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with provisions of this Section.

18. MATERIAL AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for that purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of quality and equality.
- b. The Contractor shall furnish at the earliest possible time to the Authority and the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent

information concerning all other materials or articles which the Contractor proposes to incorporate in the work. (See Section – SAMPLES, CERTIFICATES AND TESTS, GENERAL CONDITIONS).

- c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the bid opening, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specification, shall have full force and effect as though printed therein.
- e. The Authority may require the Contractor to dismiss from the work any such company or employee or employees as the Authority or the Engineer may deem incompetent, or careless, or insubordinate, or otherwise detrimental to the satisfactory completion of the project. In no event shall any entity or individual have a claim for loss or profit damages in the event of termination hereunder.

19. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit to the Engineer all material or equipment samples, certificates, affidavits, etc., as called for in the Bid Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by later or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements. Certifications and tests to prove conformance with the Technical Specifications shall be furnished and paid for by the Contractor, as requested by the Authority.
- c. Approval by the Engineer (in conjunction with the Authority and its design team) of any materials shall be general only and shall not constitute a waiver of the Authority's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials, equipment and accessories for cause, even though such materials and articles have been given prior general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement with proper materials or to demand and secure such reparation by the Contractor as is equitable.

- d. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, or as directed by the Engineer to be taken except those samples taken on the project by the Engineer;
 - (2) The Contractor shall assume all cost of re-testing materials which fail to meet contract requirements;
 - (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
 - (4) The Authority will pay all other expenses.

20. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of federal, state, and local governments. All environmental abatement, remediation, demolition and construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Authority. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Authority will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the demolition, construction, and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Authority, but a Change Order will be issued to cover only any excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at its own expense, secure and pay to the appropriate department of the local government the fees or charges for all permits, including permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connections, drains, pavement cuts, building, electrical, plumbing, water, gas, demolition, abatement, and sewer permits, and other permits as required by the local regulatory body or any of its agencies, including street and sidewalk easements and closings.
- c. The Contractor shall comply with applicable federal, state, and local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish

on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work embraced in this Contract.

- d. The Contractor shall pay for securing all permits, inspection deposits, and charges, required by the City of St. Louis and the Metropolitan St. Louis Sewer District, and notify all parties concerned before proceeding with the required work.

21. CARE OF WORK

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Authority.
- b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Authority, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act. The Contractor shall likewise act if instructed to do so by the Authority. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Authority as provided in the Section – CHANGES IN THE WORK under GENERAL CONDITIONS.
- c. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and it shall at its own expense completely repair any damage caused by its operations.
- d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Authority from any damages on account of settlements or the loss of lateral support of adjoining property, and from all loss or expense and all damages for which the Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

22. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take, or cause to be taken, such additional safety and health measures as the Contractor may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are

not in conflict with applicable laws. The Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the Construction Safety Act, as pertains to health and safety standards, and all OSHA regulations and requirements.

- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Authority with reports concerning these matters upon written request by the Authority.
- c. The Contractor shall indemnify and save harmless the Authority from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

23. SANITARY FACILITIES

The Contractor shall, as needed, furnish, install, and maintain ample sanitary facilities for all workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

24. USE OF PREMISIES

- a. The Contractor shall confine its equipment, storage or materials, and construction operations to the areas described in the Technical Specifications and/or as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Authority, and shall not unreasonably encumber the site or public rights-of-way with its materials and construction equipment.
- b. The Contractor shall comply with all reasonable instructions of the Authority and the ordinances and codes of the local government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

25. REMOVAL OF DEBRIS, CLEANING, ETC.

- a. The Contractor shall, periodically or as directed by the Engineer during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the project area and public rights-of way in a neat and clean condition. Trash burning on the site will not be allowed.
- b. Upon completion of the work, or as directed by the Authority during the work, the Contractor shall remove all temporary offices, structures and facilities from the site, except for the fencing, the same to become his property, and leave the site of work clean and in the condition required by the Contract.

26. INSPECTION

- a. All materials and workmanship shall be subject to inspection, examination, or test by the Authority and the Engineer at any and all times during the work and at any and all places where such work is carried on. The Authority shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected by the Contractor.

If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Authority may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the costs of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Authority.

- b. The Contractor shall promptly furnish all materials reasonably necessary for any test which may be required. (See Section – SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Authority will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.
- c. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Authority or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

27. REVIEW BY THE AUTHORITY

The Authority, its authorized representatives and agents, and representatives of any appropriately authorized government agencies shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Authority through its authorized representatives or agents.

28. DEDUCTION FOR UNCORRECTED WORK

If the Authority deems it not expedient to require the Contractor to correct work not done in accordance with the Bid Documents, an equitable deduction from the Contract Price will be made by the Authority and subject to settlement, in case of dispute, as herein provided.

29. INSURANCE

- a. The Contractor shall submit to the Authority for review and approval, evidence of its Workers Compensation, Commercial General Liability, Builder's Risk, and Auto Liability policies and shall similarly submit evidence of its Subcontractor's policies before each commences work. The policies shall be scheduled on an approved form and shall be kept in force until the Contractor's work is accepted and taken over by the Authority. Contracts of insurance (covering operations under this Contract) which expire before the Contractor's work is accepted and taken over by the Authority, shall be renewed and submitted to the Authority for its approval. All insurance policies carried during the life of this Contract must be true "occurrence" policies, and shall contain no sunset provision.

- b. The Contractor shall purchase and maintain and require his Subcontractors to purchase and maintain, in a Company or companies acceptable to the Authority, and name the Authority and others as additional insured on such, insurance as will protect from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether the operations are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
1. Claims under Workers' Compensation and other similar laws which are applicable to the work to be performed.
 2. Claims for damages because of bodily injury, occupational disease or sickness, or death of the Contractor's employees.
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 4. Claims for damages which are sustained by any person as a result of the following offenses: false arrest, libel, slander, invasion of privacy, discrimination, and other personal injuries.
 5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
 7. Claims for damages because of employee dishonesty by any of the Contractor's employees.
 8. Claims involving contractual liability insurance.
- c. The insurance required shall be written for not less than the following, or greater if required by law:
1. Commercial General Liability – combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. If the annual aggregate is exhausted, the contractor will be required to reinstate the limits.
- Such insurance shall include:
- a) Premises/Operations;
 - b) Independent Contractor's;
 - c) Products/Completed Operations to be maintained for two years after final payment;
 - d) Contractual Liability, including both written and oral contracts;
 - e) Personal Injury Liability;
 - f) Explosion, Collapse, and Underground Hazards;
 - g) Sudden and Accidental Pollution;
 - h) Delete Care Custody & Control Exclusion.

2. Comprehensive Automobile Liability:
Liability - \$1,000,000
Personal Injury Protection – Statutory
Uninsured Motorists – Statutory
 3. Workers' Compensation – Statutory
Employer's Liability - \$1,000,000
 4. Builders Risk

A "complete value" Form, issued for the full contract value as executed and amended from time to time, with a "waiver-of-occupancy" endorsement.
- d. Certificates of Insurance acceptable to the Authority shall be filed with the Authority within five (5) working days of the date of Notice of Award. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, non-renewed, or materially changed until at least thirty (30) days prior written notice has been given to the Authority. The Certificates should include a positive statement evidencing that these coverage amounts are included.
 - e. The minimum amount of coverage required or actual coverage carried shall not be construed to limit the liability of the contractor or subcontractor.
 - f. All insurance policies shall be carried with financially responsible insurance companies which are licensed admitted carriers in the state of Missouri, covered under the guarantee fund, and approved by the Authority. All insurance companies must have the following minimum qualifications as rated in the most recent edition of the Best's Key Rating Guide:
 1. A rating classification of "A-" or better, and
 2. A financial size category of "Class XIII" or larger.All such companies shall have representatives in the metropolitan St. Louis area.
 - g. Due to the nature of and location of the work it is required that liability insurance policies name the **Planned Industrial Expansion Authority of the City of St. Louis**, the City of St. Louis, The State of Missouri, and the St. Louis Development Corporation, as Additionally Insured. All policies shall contain a Waiver of Subrogation in favor of these entities.
 - h. The insurance required to be carried for this project shall be job specific, and the required coverage levels, including any annual aggregate, shall apply separately to this project. Certificates of Insurance shall specifically denote compliance with this requirement.
 - i. The Contractor shall carry sufficient comprehensive insurance on its equipment at the site of work on route to and from site to fully protect the Contractor; the Contractor shall

require the same coverage of its Subcontractors. It is expressly understood and agreed that the Authority and Engineer shall have no liability for damage to equipment.

- j. The Contractor shall remain fully liable and responsible for all obligations under the Bid Documents, whether or not the insurance provided by the Contractor is approved by the Authority, and whether or not it is sufficient in amount, quality, or coverage to protect the Contractor against such liability, and shall pay and make good all such obligations to the full extent such insurance does not cover them.
- k. Any insurance carried by the Authority and the St. Louis Development Corporation, and their officers, agents, employees, successors and assigns which may be applicable, shall be deemed to be excess insurance, and the Contractor's and Subcontractor's insurance shall be deemed primary for all purposes despite any conflicting provision in the Contractor's and Subcontractors' policies to the contrary. The Contractor and Subcontractors must provide an endorsement to their insurance policies stating that their policies are primary.
- l. All insurance policies carried by the Contractor and/or all Subcontractors under this contract shall be presented in entirety to the Authority for review upon written or faxed notice from the Authority within a maximum of five (5) working days from the date of said notice.
- m. The liability policies of the Contractor and Subcontractor shall not contain any provisions which would exclude coverage for damage to that portion of any area where work is not occurring.
- n. The term Subcontractor shall mean any Subcontractor or Sub-subcontractor of any tier. All subcontractors must comply with all the provisions of Section 132. Insurance.
- o. To the fullest extent permitted by law, the Contractor and Subcontractors shall indemnify and hold harmless the entities in Paragraph "g.", and all agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work including violation of any applicable environmental law, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers' or Workmens' Compensation Acts, Disability Benefit Acts or other employee benefit acts.

- p. The Contractor shall identify upon written request by the Authority what loss control service its insurance carrier is providing.
- q. The Contractor and all Subcontractors will furnish a list of all claims on a quarterly basis which are related to work performed by them for the Authority and will arrange for meetings with the carriers to discuss specific claims if requested by the Authority. The Contractor and Subcontractors shall advise the Authority if an entity other than the carrier will handle claims.

30. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor and Subcontractors shall indemnify and hold harmless all the entities enumerated under General Conditions in Section 29, Paragraph "g.", and all agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work including violation of any applicable environmental law, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Worker's or Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

31. PATENTS

The Contractor shall hold and save the Authority, the St. Louis Development Corporation, and the City of St. Louis, their officers, and employees, harmless from liability of any nature of kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured for use in the performance of the Contract, including its use by the Authority, unless otherwise specifically stipulated in the Technical Specifications.

32. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any charted mortgage or under a conditional sale or other Contract by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work, and, upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by it to the Authority free from any claims, liens, or charges. No Contractor or any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to impose a lien upon any structure, improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair

the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection, or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for work when no formal contract is entered into for such materials.

33. GENERAL WARRANTY

Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the clearance, improvements or products of the work embraced under this Contract by the Authority or the public or other recipient thereof shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work. The Authority will give notice of defective materials and work with reasonable promptness.

34. SIGNS

Subject to prior approval of the Authority as to the size, design, type and location, and to local regulations, the Contractor or subcontractor may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain the signs and signage as may be required by Safety Regulations and necessary to safeguard life and property. The Contractor shall furnish a bulletin board in prominent location in full view of its employees. The Contractor shall install standard steel "No Trespassing" signs every 100' on the construction fence, facing the exterior. Lettering on signage shall be not less than 9" in height.

35. LABOR / MANAGEMENT RELATIONS

The Contractor shall cooperate in connection with the coordination of working relationships between management and labor in the work included under this Contract, with appropriate labor organizations whose members may be or may become involved in such construction, subject to normal business consideration and all applicable Federal, State, and local laws, relating to labor/management relations, including the right of a majority of employees to designate a bargaining representative.

36. SALVAGE

The Contractor shall have the right to salvage building contents and materials. Salvage of building contents and materials shall in no way impact the schedule. Since the site and buildings cannot be fully secured from vandalism or theft, the Authority does not warrant that any building contents or materials, etc. present during walk through or at time of bid will be present for salvage at the time when demolition activities commence. On site sales of building contents or materials are expressly prohibited, as is access to the Demolition Area by the general public.

37. A.D.A. COMPLIANCE

The Authority does not discriminate against persons with disabilities. The Americans with Disabilities Act (A.D.A) prohibits discrimination based on disability. Contractors with the Authority must comply with the Act. The Authority may verify such compliance as it deems appropriate. Failure to comply with the A.D.A may result in the revocation of the contract.

38. PURCHASES EXEMPT FROM SALES TAX

Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases may not be made until a Notice to Proceed is forthcoming from the Executive Director of the Authority or his designee will furnish the Contractor awarded this contract an Exemption certificate authorizing such purchases for the project be on a sales tax-exempt basis. The Contractor shall forward a copy of the Exemption Certificate to all subcontractors, and any contractor or subcontractor purchasing materials shall present a copy of such Exemption certificate to all material suppliers as authorization to purchase all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a sales tax-exempt basis. The purchasing contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five years from completion of the project.

The Exemption Certificate will remain in force until the expiration date indicated thereon. No purchasing contractor shall make any sales tax-exempt purchases for this project after the expiration date or any extension thereof. The Contractor will request in writing to the President of the Board of Public Service at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extension to the expiration date that may be required to complete the project. Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes and Missouri Department of Revenue Administrative Regulation 12 CSR 10-3.388.

39. NOTICE TO PROPERTY OWNERS

The Contractor shall give due notice in writing at a reasonable length of time in advance of the work to all owners and occupants, and also to all persons who as agents, or otherwise, may be in charge of any building, or other property, streets, gas, or water pipes, conduits, tracks, or other utilities that may or might be affected by his operations and the Contractor shall allow all such persons or companies, ample time to take all such measurements as may be deemed necessary for the proper protection, or adjustment, of their property and shall not cause any hindrance to, or interference's with, any such persons, companies, or the employees thereof, engaged in carrying out such protection , or adjustment work.

40. SATURDAY / SUNDAY WORK

No work or labor shall be performed under this contract on Saturday or Sunday except in an emergency, or matter of urgent necessity arising in connection therewith, and the Authority, in its sole discretion, shall determine whether such emergency or necessity exists. Contractor shall submit, in writing, any request for work or labor to be performed under this contract on Saturday or Sunday to the Authority. The Contractor shall be responsible for any and all costs associated with the performance of any work or labor on Saturday or Sunday.

SPECIAL CONDITIONS

1. TIME FOR COMPLETION

- a. The work which the Contractor shall be required to perform under this Contract shall be completed no later than **January 31, 2012**. Any claims for extra days shall be made in writing to the Authority within ten (10) calendar days of Contactor's knowledge of the need for extra days, but in no case shall claims be made less than 10 calendar days prior to the completion date as established in the Notice to Proceed. It is anticipated that Notice-to-Proceed will be issued within 30 days after written approval from the Authority.
- b. **Commencement, Prosecution and Completion:** Work under this contract shall be started within a period of one week after date of written notice to proceed, and shall be completed within the required working time after such notice as set forth in the "Special Conditions, Time for Completion."

When applicable, contract time based on CALENDAR DAYS shall be the number of consecutive calendar days stated in the contract starting on the date indicated in the official "Notice to Proceed" letter including weekdays, Saturdays, Sundays and Holidays.

No work or labor shall be performed under this contract on Sunday, except in matters of emergency, and the Authority shall determine whether such an emergency or necessity exists. Saturday work will be permitted when reasonable effort has been made to perform work during the regular workweek and when, in the opinion of the Engineer, it is necessary. The Contractor shall notify the Engineer 48 hours in advance of his desire to perform work on Saturday so arrangements may be made for inspection of said work. The decision of the Engineer shall be considered as final.

In the event of failure on the part of the Contractor to complete the work within the time specified above, the Contractor shall pay the Authority, as liquidated damages the amount set forth in the Information for Bidders, for each day (Saturdays, Sundays and Legal Holidays excepted, unless otherwise specified in the contract) of delay until the work is completed and accepted.

In general, the Authority will suspend count of contract time for the following reasons:

1. STRIKES. Whether such strikes are now in existence or occur subsequent to the date of the contract.
2. Delays caused by delivery of equipment. Failure on the part of the Contractor to make timely submittals or to place orders in a timely manner will not be considered.
3. Act of God, fire, or other cause over which the Contractor has no control and could not reasonably anticipate.
4. If the contract work is weather sensitive, lost days due to weather will only be considered if such conditions are encountered that exceed or the 10-year National Weather Service average for said conditions and those conditions affect the current major operation of the project. Weather information will be documented on Bi-Weekly Progress Reports, which are prepared by the Project Engineer.

In case the final value of all work performed exceeds the original contract amount, an extension in the calendar days will be granted to the Contractor. The extension will be made by increasing the contract time in the same ratio as the total final cost of all work performed under the contract bears to the total amount of the original contract. For a combination of projects awarded as a single contract, the extension will be made in a similar manner and on the basis of the total final cost of the combination in relation to the total amount of the original contract. If it can be definitely established that the extra work was of such character that it required more time than is indicated by the money value, the actual number of calendar days required may be allowed.

2. LIQUIDATED DAMAGES

The Contractor and its Sureties shall be liable for and shall pay to the Authority one thousand dollars (\$1,000.00) as fixed, agreed and liquidated damages for each calendar day of delay from the completion date established in the Notice to Proceed, as is determined by the above Time for Completion, or as modified in accordance with Section 11, Changes in the Work under the General Conditions until such work is satisfactorily completed and accepted (final completion). Substantial completion/beneficial occupancy shall not alleviate the Contractor's liability for liquidated damages.

3. EQUAL EMPLOYMENT OPPORTUNITY – GENERAL

- a. In order to carry out the intent of all equal employment opportunity provisions, the Contractor shall, before the award of the Contract for the work herein, meet with the Authority's designee, to arrange for affirmative action by the Contractor and his Subcontractors, in employment, purchasing and the utilization of businesses and enterprises.
- b. Failure to provide for, and to carry out, such affirmative action programs shall be grounds for refusal to award the Contract, and/or for termination of the Contract by the Authority.
- c. Failure to provide to the Authority on forms furnished by the Authority, EEO monthly reports, shall be grounds for termination by the Authority.
- d. The Contractor shall also submit the following to the Authority at such times as requested by the Authority:
 - (1) a copy of the Contractor's Personnel Application Form;
 - (2) a definitive and detailed Job Description for each position utilized under the contract;
 - (3) a copy of the Pay Ranges and Salary Scales which the Contractor follows for each position;
 - (4) a copy of the Contractor's current personnel policies.
- e. The Contractor will make full effort and document said effort to recruit employees from within the boundaries of the City of St. Louis (with a special emphasis on areas within the City which are to be directly served by the project activity to be funded).

- f. The Contractor shall employ in a position a lower income area of resident if otherwise eligible for the position, and if that position is vacant.
- g. The Contractor shall maintain files on applicants for jobs, by job titles, a list of lower income residents who applied for jobs, and lists of City residents who applied for jobs, but were rejected and why they were rejected.

4. MAYOR'S EXECUTIVE ORDER

The Contractor shall comply with the Executive Order of The Mayor of the City of St. Louis, dated April 11, 1997, as reissued and extended, a copy of which is included in this manual and is part of the Bid Documents (see Appendix F-3).

5. WORK SAFE PLAN

The Contractor will be required to prepare and follow a formal written safety program for each major activity of work, which represents the preventative efforts that will be instituted by the Contractor to protect workers and others from accidents. This plan shall parallel the project schedule activity flow, and predetermine the hazards inherent with each activity, along with preventative measures that will be taken by the Contractor. The Contractor shall require all subcontractors to maintain a formal safety program, or follow the Contractor's program.

Contractor agrees to comply with all applicable federal, state and city laws, ordinances, rules and regulations for the safety of persons or property in the performance of the Work including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970, and amendments and regulations promulgated and issued pursuant thereafter.

Contractor shall provide sufficient, safe, and proper facilities, labor and material needed for the access and inspection of Contractor's Work by the Authority and other subcontractors or consultants.

Contractor agrees to comply with the "Hazard Communications Standard" of the Occupational Safety and Health Administration. To the extent required by such standard, Contractor will adopt and implement a written hazard communication program to protect its employees and others from potential exposure of hazardous chemicals in its possession at the job site, warning and handling labels for such chemicals, and material safety data sheets for such chemicals to the Authority for its records upon written request by the Authority. Formal written safety programs shall additionally be provided to the Authority for its records upon written request by the Authority.

Contractor shall furnish a written designation of a representative responsible for implementation and enforcement of Contractor's safety program. This representative shall be at the site whenever contract work is being performed.

6. TEMPORARY FACILITIES

Temporary services and facilities, including utilities, construction and support facilities, security and protection will be the responsibility of the Contractor.

7. REPORTS AND DOCUMENTATION

The Contractor shall be required to deliver reports and documents to the Authority's onsite representative as required. Reports required include, but are not limited to, the following:

Daily Log Report

Weekly Manpower Report

Weekly Schedule Update

Worker Turnover Report/Weekly

Payroll Documentation and Certification /Prevailing Wage/Weekly

8. PROJECT MEETINGS

- a. Conduct weekly progress meetings at the Project Site. Notify the Authority and the Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- b. Attendees: In addition to representatives of the Authority and the Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- c. Agenda: Review and correct or approve minutes of the previous meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be complete within the Contract time.
 2. Review the present and future needs of each entity, including the following:
 - a. Interface requirements.
 - b. Time.
 - c. Delays and their causes.
 - d. Sequences.
 - e. Status of submittals.
 - f. Deliveries
 - g. Off-site fabrication problems.
 - h. Access.
 - i. Site utilization.
 - j. Temporary facilities and services.
 - k. Hours of work.

- l. Hazards and risks.
 - m. Housekeeping
 - n. Quality and work standards.
 - o. Change orders.
 - p. Documentation of information for payment requests.
- d. **Reporting:** No later than 3 days after each meeting, Contractor shall prepare and distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- e. **Schedule Updating:** Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

9. PROJECT SCHEDULE

- a. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule; submit for Authority review prior to issuance of the Notice to Proceed.
 - 1. Provide a separate time bar for each significant construction activity per building. Provide a continuous vertical line to identify the first working day of each week.
 - 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 - 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 - 5. Coordinate the Construction Schedule with the order of the project, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 - 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
- b. **Phasing:** On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Authority affect the sequence of Work.

- c. **Work Stages:** Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- d. **Area Separations:** Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- e. **Cost Correlation:** At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
- f. **Distribution:** Following response to the initial submittal, print and distribute copies to the Engineer, Authority, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- g. **Schedule Updating:** Revise the schedule after each meeting, event or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

Exhibit 1
Technical Specifications/Drawings

**TECHNICAL SPECIFICATIONS –
UNDERGROUND STORAGE TANK REMOVAL
PLANNED INDUSTRIAL EXPANSION AUTHORITY**

VACANT LAND (CITY BLOCK 937)
2130 DR. MARTIN LUTHER KING DRIVE
ST. LOUIS, MISSOURI
ST0009821

November 8, 2011

Prepared by:

Environmental Operations, Inc.
1530 South Second Street, Suite 200
St. Louis, Missouri 63104

EOI Project #4361

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ATTACHMENTS

Figure 1 ó Site Location Map

Figure 2 ó Site Plan

Contractor Bid Form

1.0 GENERAL INFORMATION

1.1 Site Conditions

The subject site is a 50-foot strip of currently undeveloped land located between Dr. Martin Luther King Drive and Delmar Boulevard on the east side of 22nd Street in the City of St. Louis. A site location map is shown on the attached Figure 1. Previous environmental investigations identified that the northern half of this lot was formerly utilized as a filling station with underground storage tanks (USTs). The current address for the Site is 2135 Delmar Boulevard. The address for this former filling station is 2130 Dr. Martin Luther King Drive. A Site Plan for the former filling station property is attached as Figure 2.

Recent test trenching activities identified three steel USTs and associated product lines on the Site. Two of the USTs are approximately 7,000 gallons in size. These USTs contain an estimated 1,300 and 3,500 gallons (respectively) of residual fuel and water and approximately 4-inches to 6-inches of sludge. The third UST lies along the eastern property line. This tank is approximately 2,000 gallons in size and contains an estimated 700 gallons of residual fuel and water and approximately 4-inches to 6-inches of sludge. The locations of these USTs and product lines are shown on the attached Figure 2.

1.2 Project Overview

The Contractor will be responsible for, but not limited to, the following items:

- Mobilization to/from the site (personnel and required equipment)
- Excavation and stockpiling overburden to facilitate removal of the USTs and product piping
- Characterizing, profiling, and properly disposing the following: tank contents, rinsate/clays produced during cleaning, tank pit water, and hydrocarbon-impacted soil
- Remove, clean and dispose (recycle) USTs and product piping
- Backfill and compact excavation area with stockpiled overburden (if suitable) and/or imported 2-inch minus rock

The Contractor will implement a site-specific Health and Safety Plan (HASP) in order to maintain a safe working environment during performance of the site activities. The HASP will be written and implemented in accordance with Occupational Safety and Health Administration (OSHA) guidelines. A copy of this HASP shall remain onsite during all site activities. A copy of the HASP will be submitted to the Consultant prior to initiation of site activities.

The Contractor will provide all labor, materials, services, and equipment necessary for the aforementioned work. It is the responsibility of the Contractor to obtain all materials, equipment and permits necessary for the work. The Contractor will also be responsible for proper characterization and profile acceptance of all waste streams to determine proper disposal. **The Contractor will use the Planned Industrial Expansion Authority (the “Authority”) as the generator name when completing waste profiles and disposal documentation. Only the Consultant and/or Owner are authorized to sign disposal documentation.**

The Consultant will submit the necessary MDNR 30-day UST closure notification, perform confirmation sampling and analysis of soil and groundwater, and prepare/submit the necessary tank closure report to the MDNR. The Contractor will assist the Consultant in the sample collection process.

1.3 Contractor Qualifications

Contractor shall furnish documentation of successful performance of at least three previous tank closure and waste disposal projects of similar scope and magnitude. This will include name, address and phone number of purchaser of services and location of work performed.

Prior to commencement of work, the Contractor shall provide the following for each worker: name, length of service with the company and evidence of participation in 40-hour Personnel Protection (HAZWOPER) and Safety course (29 CFR 1910.120). The workers used on the project shall be skilled and experienced as evidence by participation in at least three UST projects.

1.4 Schedule

Bids must be received by the Authority (Attn: Chadwick Howell) at 1015 Locust Street, 12th Floor, St. Louis, Missouri 63101 no later than 3:00 pm CST on December 14, 2011.

A pre-project meeting will be held between the Contractor and the Authority to coordinate scheduling and provide pertinent details prior to initiating the project.

All work included in the Scope of Work must be completed by January 14, 2012, unless extenuating circumstances delay the project.

1.5 Project Contacts

The following individuals are the primary contacts for this project. Questions regarding this technical specification should be directed to the Authority's environmental consultant (Consultant).

- Environmental Consultant: Chuck Munroe, Environmental Operations, 314-241-0900
- Authority: Chadwick Howell, 314-622-3400 x207

2.0 SCOPE OF WORK

2.1 Mobilization/Demobilization

- Mobilize required personnel and equipment to the site and set up necessary features such as storage areas and sanitary facilities. Water, electricity and sewer service will not be provided at the site.
- Acquire necessary local, state and/or federal permits to perform the work (with the exception of the 30-day MDNR Closure Notice)
- Prepare site-specific Health and Safety Plan.
- Locate public and private utilities
- Provide for operation and maintenance of all supplied equipment
- Secure any open excavations with temporary protective fencing
- Provide for site maintenance and clean-up

2.2 UST Systems Closure

2.2.1 General

- To ensure safe entry, cleaning and closure of the UST systems, the Contractor shall observe all safety precautions presented in the following publications:
 - o "American Petroleum Institute (API) RECOMMENDED PRACTICE 1604, Closure of Underground Petroleum Storage Tanks, and
 - o "API STANDARD 2015, Safe Entry and Cleaning of Petroleum Storage Tanks, Planning and Managing Tank Entry from Decommissioning Through Recommissioning."
 - o MDNR Missouri Risk-Based Corrective Action Process for Petroleum Storage Tanks, January 2004
- Temporary shoring shall be provided and installed (as necessary) to protect excavations and building foundations from cave-in.
- The Contractor shall prevent spills or drips of free product, sludge or contaminated liquids during removal to minimize additional soil contamination.
- All waste material (both inside and outside the tank) shall be disposed of in a manner consistent with all applicable Local, State, and Federal waste disposal regulations. It shall be the responsibility of the Contractor to perform any sampling and analyses required to characterize the waste material as hazardous or non-hazardous in conformance with all applicable waste disposal regulations prior to disposal.
- Residues and liquids may not be stored on site for more than 30 days and must be properly contained. Disposal shall be properly manifested and performed by a licensed waste hauler. Disposal records shall be provided to the Consultant within ten (10) days of the disposal date.

- The USTs shall be removed from the site within 24 hours of tank excavation and cleaning. Before the USTs are removed from the site, the tank atmospheres shall be checked with a combustible gas indicator to ensure that it does not exceed 10 percent of the lower flammable limit.
- The USTs shall be transported and recycled or disposed in accordance with all applicable local, state and federal regulations. The Contractor shall not allow the USTs to be resold or reused for any purpose other than disposal or salvage. A certificate of disposal or salvage from the Contractor shall be submitted to the Consultant within 10 days of the removal of the USTs from the site.

2.2.2 UST Removal, Cleaning and Disposal

- Excavate and stockpile overburden material to allow access to the top of the USTs and product lines. Overburden should be placed on and covered by 6-mil. Polyethylene sheeting.
- Characterize, profile and properly dispose of tank contents from the USTs and product lines. Disposal manifests shall be delivered to the Consultant upon completion. For bidding purposes, assume 5,500 gallons of water/gasoline from within the tanks to be recycled for beneficial reuse.
- The tank atmosphere and excavation area shall be continuously tested for vapor concentrations until the USTs are removed from the excavation site. These tests shall be conducted by the Contractor using a combustible gas indicator.
- Remove the USTs and associated product lines. Product lines shall be removed by excavating at least one foot below the piping to facilitate sample collection by the Consultant. Piping that extends offsite should be cut at the property line and sufficiently capped.
- Clean the USTs and product piping in accordance with API guidelines. A certificate of cleaning shall be delivered to the environmental consultant upon completion.
- Containerize, characterize and properly dispose tank bottoms and cleaning rinsate/clays. For bidding purposes, assume eight 55-gallon drums to be disposed as hazardous waste. Disposal manifests shall be delivered to the Consultant upon completion.
- Transport the cleaned USTs and associated product piping to a recycling facility for reclamation as scrap metal. A certificate of destruction shall be delivered to the Consultant upon completion.
- Following tank closure, the Consultant will perform all required soil and groundwater sampling and analysis per MRBCA guidance. The Contractor shall assist the Consultant in sample collection, where applicable.
- Furnish, deliver, place and compact (using the onsite equipment) 2-inch minus quarry rock to make up the difference in tank volume and bring the site to original grade. For bidding

purposes, assume 120 tons of rock will be imported to the site for backfill following tank closure and soil removal.

- Replace the previously excavated and stockpiled overburden in the tank pit (if determined by the Consultant to be suitable for onsite reuse)

Option:

- Characterize and properly dispose water from the tank pit. Tank pit water may be disposed via direct discharge to an MSD-approved onsite sanitary sewer (if permitted through MSD by contractor) or transported and properly disposed offsite. This material may be temporarily staged in a separate holding tank prior to disposal. Disposal documentation/manifests shall be delivered to the Consultant upon completion. The cost for characterization and disposal of tank pit water should not be included in the lump sum pricing. If necessary, the cost for disposal of tank pit water will be in accordance with unit rates.

2.3 Excavation, Transportation and Disposal of Contaminated Soils

- Characterize and profile stockpiled waste soils for proper landfill disposal (if determined by the Consultant not to be suitable for onsite reuse). Obtain necessary permits (local, state and/or federal) to transport and dispose the hydrocarbon-impacted material. Obtain and complete required disposal manifests.
- Load, transport and dispose hydrocarbon impacted stockpiled waste soils at an approved Subtitle D Landfill. For bidding purposes, assume 50 tons of stockpiled waste will be disposed as a special waste. Disposal manifests shall be delivered to the Consultant upon completion.
- If necessary, excavate hydrocarbon impacted soil from tank excavation, and transport and dispose at an approved Subtitle D Landfill. For bidding purposes, assume 200 tons of contaminated soil will be excavated and disposed as a special waste. Disposal manifests shall be delivered to the Consultant upon completion.

2.4 Backfill

- Furnish, deliver, place and compact (using the onsite equipment) 2-inch minus quarry rock to make up the difference for excavated contaminated soils and bring the site to original grade. For bidding purposes, assume 250 tons of rock will be imported to the site for backfill following tank closure and soil removal.

3.0 SITE ACCESS AND SECURITY

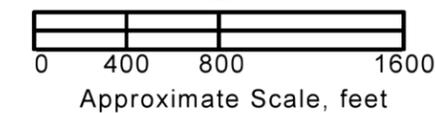
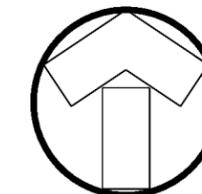
- The site can be accessed from Dr. Martin Luther King Drive or 22nd Street as shown on the attached Figure 2.
- The Contractor shall be responsible for setting up the site security, securing excavations and erecting temporary fencing. At the end of each working day, the Contractor shall erect temporary fencing to prevent access to open excavations.

4.0 SAFETY

- A Site Safety and Health Plan shall be developed by the Contractor based on all applicable Occupational Safety and Health Administration (OSHA) standards and regulations. The Contractor's plan shall provide for personnel training, respiratory protection, medical surveillance, communications, emergency plan, waste disposal procedures and procedures for the safe demolition and disposal of the USTs and accessories. A copy of the Site Safety and Health Plan shall be submitted to the Consultant at least five days prior to the start of work and must be readily available on the job site.
- Contractor shall be responsible for initiating, maintaining and supervising all safety precautions programs in connection with performance of Contract.
- All workers involved with the USTs and excavation of hydrocarbon impacted soil shall have safety training as required by the Code of Federal Regulations (CFR) Section 1910.120.
- All provisions of the Site Safety Plan shall be in force during excavation activities, unless modified in writing by the Contractor. It is the Contractor's responsibility to enforce the Site Safety Plan.
- Prior to ending operations on any working day or at any time the Contractor is not on site, the Contractor shall secure all areas of work in a safe manner to the satisfaction of the Owner.
- The use of burning or blasting will not be permitted.
- In event Contractor encounters on site conditions beyond those identified in the contract documents, the Consultant should be notified immediately.

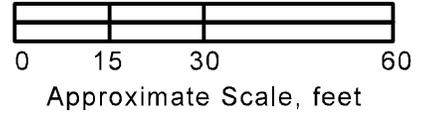
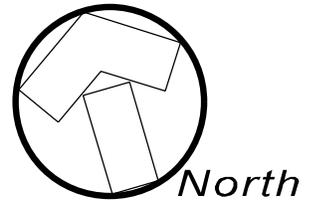
5.0 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

1. American National Standards Institute, ANSI-Z28.2, "Standard Practices for Respiratory Protection"
2. American Petroleum Institute, API Recommended Practice 1604, "Removal and Disposal of Used Underground Petroleum Storage Tanks"
3. American Petroleum Institute, API-2015, "Safe Entry and Cleaning of Petroleum Storage Tanks"
4. American Petroleum Institute, API-2015A, "A Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning"
5. MDNR Missouri Risk-Based Corrective Action Process for Petroleum Storage Tanks, January 2004
6. Federal (EPA) Regulations for Underground Tank Work (40 CFR 280-281)
7. Federal (OSHA) Regulations for Working Standards in Excavations (29 CFR 1926)
8. National Fire Prevention Association, Volume 30, "Flammable and Combustible Liquids Code"
9. National Fire Protection Association, Volume 327, "Cleaning and Safeguarding Small Tanks and Containers"
10. National Institute for Occupational Safety and Health, NIOSH, "Working in Confined Space"
11. State, County and Local Codes, Ordinances, and Regulations



Site Location Map
Vacant Land (City Block 937)
2130 Dr. Martin Luther King Drive
Saint Louis, Missouri

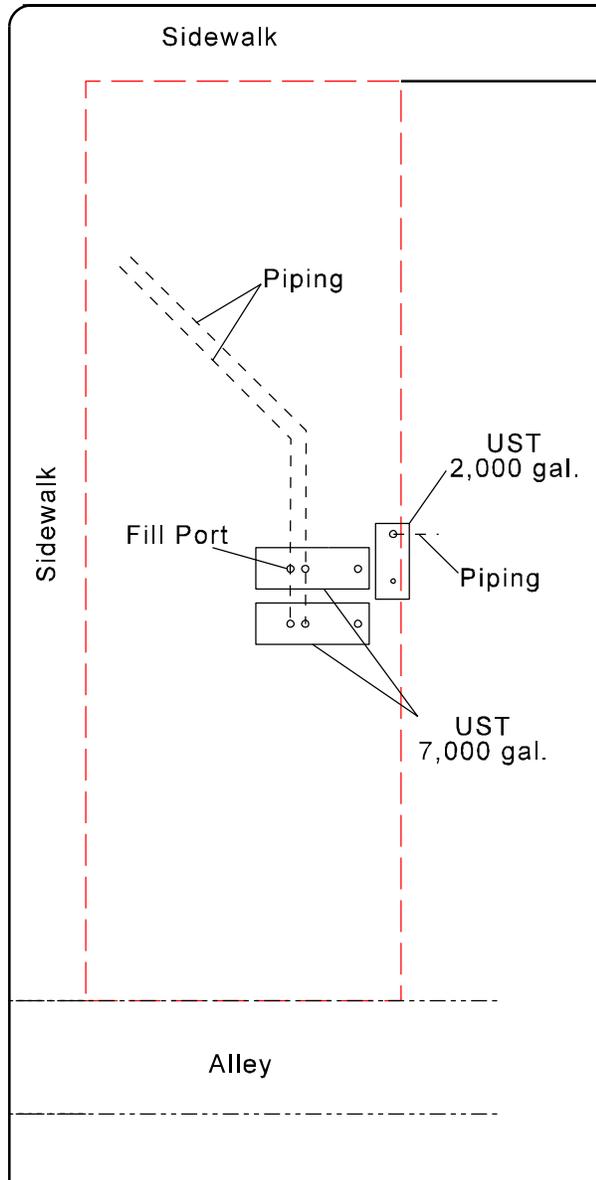
Figure 1



Dr. Martin Luther King Drive



Delmar Boulevard



Undeveloped Lot (Grass)

Legend

--- Property Boundary (Approximate)

Site Plan
Vacant Land (City Block #937)
2130 Dr. Martin Luther King Drive
Saint Louis, Missouri

Figure 2

Exhibit 2
Bid Proposal Form

BID PROPOSAL FORM
UNDERGROUND STORAGE TANK CLOSURE AND REMEDIAL SOIL EXCAVATION
VACANT LAND (CITY BLOCK 937) 2130 DR. MARTIN LUTHER KING JR. DRIVE
ST. LOUIS, MISSOURI

Bidder: _____

Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

TO: Planned Industrial Expansion Authority of the City of St. Louis
c/o St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Mr. Chad Howell

1. **General:** The Bidder, having familiarized itself with the existing conditions in the area of the work affecting the cost of the work, with the Bid Documents, which included the Invitation, Instructions to Bidders, the Form of Bid Proposal, the Bid Guaranty requirements, the Form of Non-Collusive Affidavits, the Form of Contract, the Performance and Payment Bond requirements, the General Conditions, the Special Conditions, the Technical Specification, Bid Documents, and Drawings and Addenda, if any thereto, as prepared by the St. Louis Land Reutilization Authority, 1015 Locust Street, 12th Floor, St. Louis, Missouri 63101, and the Engineers, hereby proposes to furnish at the price indicated on this Bid Proposal, all technical personnel, labor, materials, equipment and services required to perform and complete all work required for **Underground Storage Tank Removal, Vacant Land (City Block 937), 2130 Dr. Martin Luther King Drive, St. Louis, Missouri**

2. **Qualifications:** In order for Bidder's Proposal to be considered for award of the contract, the following qualification documents and details, executed where necessary, are submitted herewith:
 - a. Contractor's Qualifications, including AIA Document 305 signed by an officer of the company

 - b. If the Bidder is a partnership or joint venture, provide a copy of the partnership or joint venture Contract.

 - c. The number of years Contractor has been engaged in construction work of a similar nature to this project.

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- d. List of full time on-site supervisory personnel to be engaged in the contract, their name, title, resumes, references, length of service with Contractor's company, specific experience including the size and dollar value of projects supervised for the on site supervisor who will be responsible for the work under this project. The identified supervisory official shall have complete authority to speak for and make commitments for the Contractor. The supervisory official shall have a minimum of five (5) years experience in projects of similar size and scope, and submit a list of owner contacts for projects performed within that time frame.
- e. A complete list of contracts performed by the Bidder involving work similar in nature, scope or technical requirements to that required for this Project, including names, addresses, telephone numbers and contact persons of the owners.
- f. A detailed description of the means, methods or procedures that will be employed by the Bidder in connection with the performance of the work on the Project.
- g. Detailed project schedule for all work reflecting completion by **January 31, 2012**.
- h. Evidence of Contractor's ability to obtain Performance and Payment Bond as required by the Bid Documents, shown by a letter signed by the Contractor's bonding company.
- i. Evidence of Contractor's ability to obtain insurance as required by the Bid Documents, shown by a letter signed by the Contractor's insurance company, and addressing specifically each item under the General Conditions, Section 30, Insurance.
- j. Credentials and copies of licenses of the landfill site and operator to be used for waste materials/debris.
- k. Each Bidder shall (i) submit with its Proposal, a notarized statement describing any citations and /or violations issued by any regulatory agency concerning performance on previous contracts, (ii) briefly describe the circumstance(s) involving the job(s) and citation(s)/ violation(s) and involved persons and agencies, (iii) discuss the outcome(s) of any violation(s) and (iv) answer the question, "has your firm or its agents been issued a Stop Work Order on any project within the last 24 months?" If the answer to the questions is "yes", provide details as specified above.
- l. Each Bidder shall answer the question, "Are you now or have been in the past, a party to any litigation or arbitration arising out of your performance of any contract?" If the answer to the question is "yes", provide details as specified in (1) above. You shall describe any liquidated damages assessed against you within the last 24 months.

Failure to report properly or truthfully any of the required information in Section 2, Qualifications, shall be considered sufficient cause for the Authority's rejection of the

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submitted Bid. In addition, the Authority reserves the right to take such steps as it deems necessary to determine the ability of each Bidder to perform the work. The Bidder shall provide to the Authority such additional information and data for this purpose as the Authority may request. The Authority reserves the right to reject any bid or Bidder for any reason considered by the Authority to be relevant to the Bidder's potential performance, including but not limited to the Authority's investigation or consideration of the information submitted by such Bidder.

The Bidder has indicated, in figures, a Price for each of the separate items called for in the Proposal, and has shown the Gross Sum ("Grand Total Bid") in the place indicated in the Proposal as the summation of said items.

In case of Discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the items of the work, the Bidder agrees that the sum of the items shall govern, and any errors found in said Sum may be corrected by the Authority.

Unbalanced proposals on which the prices for some items are out of proportion to the prices for other items will be considered as sufficient cause for the disqualification of a Bidder and the rejection of its proposal.

The Bidder agrees that the Authority may reject its bid for any or no reason and award the contract to another party, and hereby waives any claim of damages for said.

If written notice of acceptance of the above bid is mailed, telegraphed, faxed, or delivered to the Bidder within ninety (90) calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the Bidder agrees to execute and deliver a Contract in the prescribed form and to furnish the required bond and insurance within five working days after the Contract is presented to it for signature.

Security in the sum of _____ Dollars (\$ _____) in the form of _____ is submitted herewith in accordance with the Instructions to Bidders.

Attached hereto is an affidavit of proof that the Bidder has not colluded with any person with respect to this bid or any other bid submitted for this Contract.

The Bidder has submitted or has enclosed financial and experience statements in accordance with the Bid Documents.

Receipt is hereby acknowledged of the following addenda:

<u>Addendum No.</u>	<u>Dated</u>	<u>Acknowledged</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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3. Prices: The following price breakdown must be filled out for the purpose of bid evaluation and to establish a schedule of values for the work. Bidders are reminded that the goal of this project is **removal and proper disposal of one 2,000-gallon and two 7,000-gallon Underground Storage Tanks, 5,500 gallons of water/gasoline, and up to 50 cubic tons of hydrocarbon-impacted soil. The Grand Total Bid will be used in determining the selected bidder, but it is likely that some bid items will not be included in the final contract.** The bid prices shall include all labor, materials, overhead, profit, insurance, taxes, fees, permits, etc. to cover the finished work. Successful bidder agrees to:

- Accomplish the scope-of-work in accordance with requirements of the Bid Document;
- Maintain compliance with all regulatory requirements and accepted industry standards;
- Follow the HASP to maintain a safe environment during performance of the work; and
- Perform the scope-of-work in a manner that minimizes disruption to the site operations.

LUMP-SUM PRICING:

Mobilization/Demobilization

Mobilize/demobilize required personnel and equipment to/from the site and set up necessary features such as storage areas and sanitary facilities. Obtain all necessary local, state and/or federal permits. Provide public utility clearance. Prepare and submit site-specific Health and Safety Plan based on all applicable Occupational Safety and Health Administration (OSHA) standards and regulations. Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the tank closure work as specified in Section 2.1 of the Bid Document.

\$ _____

UST Systems Closure

Remove one 2,000-gallon and two 7,000-gallon USTs and all associated piping. Lump-sum price includes the following: characterize/profile tank contents; render tank atmospheres non-explosive prior to removal; excavate and remove tanks and associated piping; stockpile excavated material for characterization; properly clean and dispose tank components, residual product and/or sludge, and wash rinsate; place imported-backfill material in the excavation to replace tank-void volume; and re-place and compact acceptable overburden backfill material in excavation. Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the tank closure work as specified in Section 2.2 of the Bid Document.

\$ _____

Excavate, Transport & Dispose Contaminated Soils

Characterize (includes profile acceptance) and excavate, load, transport and dispose hydrocarbon impacted soil (assumed to be 250 tons) and backfill with 2-inch minus quarry rock (assumed 250 tons). Lump-sum price includes all labor, materials, profit, insurance, taxes, and fees to complete the tank closure work as specified in Section 2.3 of the Bid Document.

\$ _____

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UNDERGROUND STORAGE TANK CLOSURE AND REMEDIAL SOIL EXCAVATION
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ST. LOUIS, MISSOURI

GRAND TOTAL BID: \$ _____

UNIT-RATE PRICING:

Unit rates will apply in addition to the lump-sum pricing for the following tasks. Add/deduct pricing will adjust Grand Total Bid for actual site conditions versus what is assumed for individual lump-sum pricing.

Disposal of Tank Contents

Provide unit-rate prices for removal, transportation, and off-site disposal of tank contents as specified in Section 2.2.2 of the Bid Document.

- Waste Disposal (Bulk Liquid) – Hazardous Liquid \$ _____ add/deduct per gallon
- Waste Disposal – Hazardous Liquid \$ _____ add/deduct per 55-gallon drum
- Waste Disposal – Hazardous Solid \$ _____ add/deduct per 55-gallon drum
- Waste Disposal (Bulk Liquids) – Non-Hazardous \$ _____ per gallon
- Waste Disposal – Non-Hazardous Liquid \$ _____ per 55-gallon drum
- Waste Disposal – Non-Hazardous Solid \$ _____ per 55-gallon drum
- Waste Disposal (Bulk Liquids) – Beneficial Re-Use \$ _____ per gallon
- Waste Disposal – Beneficial Re-Use Liquid \$ _____ per 55-gallon drum

Disposal of Tank Pit Water

Provide a unit-rate per gallon price for removal, transportation, and proper off-site disposal of petroleum-impacted water from the tank pit, and a lump-sum fee to characterize and profile the water for proper disposal as specified in Section 2.2.2 of the Bid Document.

- Characterizing and Profiling Fee \$ _____
- Waste Disposal (Bulk Liquid) – Hazardous \$ _____ per gallon
- Waste Disposal (Bulk Liquid) – Non-Hazardous \$ _____ per gallon
- Waste Disposal (Bulk Liquid) – Direct Discharge \$ _____ per gallon

Excavation, Transportation, and Disposal of Additional Petroleum-Impacted Material

Provide a unit-rate per ton price for the excavation, transportation, and disposal of petroleum-impacted soil as specified in Section 2.3 of the Bid Document.

Unit-Rate Per Ton – Special Waste Soils \$ _____ add/deduct

Placement of Additional Imported Backfill Material in Excavation

Provide a unit-rate per ton price for the transportation, placement, and compaction of additional imported backfill material in onsite excavations as specified in Section 2.4 of the Bid Document.

Unit-Rate Per Ton \$ _____ add/deduct

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NOTE TO BIDDERS: Each unit item identified above shall include all costs to accomplish the specified item (including necessary supervision, labor, equipment, applicable permits, taxes, etc.). Please note that quantity estimates on the bid sheet are provided for bid comparison purposes only. Payment will be based upon actual quantities as determined by Consultant (or their representative's) field observations and measurements.

ITEMIZED FEE SCHEDULE: Bidder will submit an itemized fee schedule with their Bid Form indicating unit rates for labor, materials, and equipment for performing the UST work. The fee schedule will become part of the subcontract agreement.

The contract resulting from this opportunity is subject to the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is provided in Appendix F-5.

BID EXECUTION:

Bidder agrees that the bid pricing will remain firm for a period of 60 calendar days following the bid-closing time. The Bid Form will be executed by an authorized agent of the company binding the Bidder to a legal subcontract agreement.

4. Subcontractors. The names and addresses of the major subcontractors who will be used on the project are (use additional sheets as necessary):

<u>Name</u>	<u>Address</u>	<u>Specialty</u>
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

The undersigned further declares that it has carefully examined the Bid Documents, plans, specifications, and the job site, and has satisfied itself as to all quantities and conditions and

BID PROPOSAL FORM
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ST. LOUIS, MISSOURI

understands that in signing this proposal, it waives all right to plead any misunderstanding regarding these documents and conditions.

The total fee proposed to accomplish all of the work indicated on the plans and specifications shall be reflected in the above line item breakdown. In the event that there is some doubt as to where a specific material or labor cost should be included, Contractor shall verify with the Authority or provide a written clarification as to the description of work included in a specific category. This proposal shall be binding on all of the heirs, successors, assigns, executors, and administrators of the undersigned.

Authorized Agent: _____

Title: _____

Signature: _____

Date: _____

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UNDERGROUND STORAGE TANK CLOSURE AND REMEDIAL SOIL EXCAVATION
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ST. LOUIS, MISSOURI

Exhibit 3
Mayor's Executive Order #44



EXECUTIVE DEPARTMENT
MAYOR'S OFFICE
ST. LOUIS

EXECUTIVE ORDER NO. 44

An Executive Order relating to minority and women business enterprises' participation in City contracts:

WHEREAS, Clarence Harmon, as Mayor of the City of Saint Louis, executed an Executive Order Number 28 on July 24, 1997, relating to minority and women's business enterprises' participation; and

WHEREAS, Francis G. Slay, Mayor of the City of Saint Louis, extended Executive Order Number 28 by issuing Executive Orders numbered 33, 34, 36 and 39; and

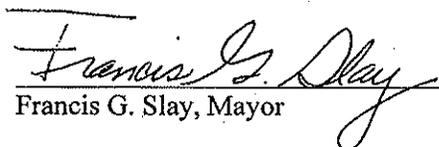
WHEREAS, Executive Orders numbered 33, 34, 36 and 39 assisted in enhancing the opportunities of minorities and women in participating fully in City-funded contracts; and

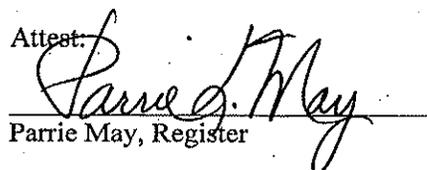
WHEREAS, Executive Order Number 39 expires on April 30, 2009; and

WHEREAS, it is in the best interests of the City to continue to utilize the skills of minority business enterprises and women's business enterprises in City-funded contracts.

NOW THEREFORE, I, Francis G. Slay, Mayor and Chief Executive Officer of the City of Saint Louis, hereby reissue and extend Executive Order Number 28 until April 30, 2013, unless a new Executive Order dealing with the same subject matter supersedes this reissuance and extension.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Saint Louis this 30 day of April, 2009.


Francis G. Slay, Mayor

Attest:

Parrie May, Register



EXECUTIVE DEPARTMENT
MAYOR'S OFFICE
ST. LOUIS

EXECUTIVE ORDER NO. 39

An Executive Order relating to minority and women business enterprises' participation in City contracts:

WHEREAS, Clarence Harmon, as Mayor of the City of Saint Louis, executed an Executive Order Number 28 on July 24, 1997, relating to minority and women's business enterprises' participation; and

WHEREAS, Francis G. Slay, Mayor of the City of Saint Louis, extended Executive Order 28 by issuing Executive Orders numbered 33, 34 and 36; and

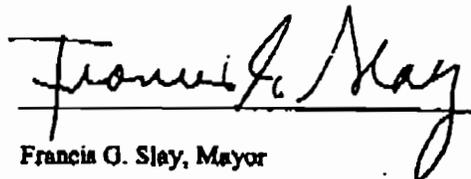
WHEREAS, Executive Orders numbered 33, 34 and 36 assisted in enhancing the opportunities of minorities and women in participating fully in City-funded contracts; and

WHEREAS, Executive Order Number 36 expires on June 30, 2006; and

WHEREAS, it is in the best interests of the City to continue to utilize the skills of minority business enterprises and women's business enterprises in City-funded contracts.

NOW, THEREFORE, I, Francis G. Slay, Mayor and Chief Executive Officer of the City of Saint Louis, hereby reissue and extend Executive Order Number 28 until April 30, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Saint Louis this 7th day of June, 2006.


Francis G. Slay, Mayor

Attest:

EXECUTIVE ORDER

MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION ON CITY CONTRACTS

An Executive Order relating to minority and women's business enterprises' participation in City contracts.

WHEREAS, the City of St. Louis is particularly concerned that local minority and women's business enterprises be afforded an equal opportunity to participate and be utilized in City-funded contracts; and

WHEREAS, there is ample evidence that there has been discrimination against minority and women's business enterprises in the City of St. Louis and the effects of that discrimination are continuing; and

WHEREAS, it is the policy of the City of St. Louis to rectify the effects of identified discrimination within its jurisdiction; and

WHEREAS, it is the city's goal to fully utilize the skills of minority business enterprises and women's business enterprises in all sectors of the economy so as to best advance the City's economic and business development objectives; and

WHEREAS, the City of St. Louis, Missouri, the St. Louis Minority Contractors Association, Inc., and the United States Department of Housing and Urban Development entered into a Consent decree in the United States District Court for the Eastern District of Missouri on or about December 11, 1990 toward the end of establishing a program to enhance the opportunities of minority and women's businesses to participate fully in City-funded public work contracts; and

WHEREAS, the Board of Aldermen adopted Ordinance Number 62035, approved July 29, 1990, establishing a review committee to make recommendations to the Board.

SECTION ONE. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by minority group members who have at least 51% ownership. The minority group member(s) must have day to day operational and managerial control, and an interest in capital and earnings commensurate with his or her percentage of ownership.
2. **Minority Group member(s):** persons legally residing in the United States who are African-American, Asian-American, Native-American or Hispanic-American.
3. **Women's Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by a woman or women who have at least 51% ownership. The woman or women must have day to day operational and managerial control, and an interest in capital and earnings commensurate with her or their percentage of ownership.
4. **Certification:** The process by which the St. Louis Development Corporation determines a person, firm, or legal entity to be a bona fide minority or women's business enterprise.
5. **Contracting Agency:** Any Agency or Department making a contract on behalf of the City of St. Louis.

SECTION TWO. POLICY

It is hereby declared to be the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women's business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least

25% minority business enterprise participation and at least 5% women's business enterprise participation in contracts and purchases wherein City funds are expended. That goal shall be pursued by the programs described below.

SECTION THREE. PROGRAM ADMINISTRATION

1. SLDC shall be charged with overall responsibility for the administration and enforcement of the City's minority and women's business enterprise participation policy. SLDC will establish procedures for all contracting agencies for the purpose of monitoring the City's overall performance with respect to minority and women's business enterprise participation. The duties and responsibilities of SLDC shall include:

- (a) adopting rules and regulations to effectuate this order;
- (b) developing and distributing a directory of certified MBE's and WBE's;
- (c) providing information and needed assistance to MBE's and WBE's to increase their ability to compete effectively for the award of City contracts;
- (d) investigating alleged violations of this order and making written recommendations for remedial action when appropriate;
- (e) developing and distributing all necessary forms, applications, and documents necessary to comply with implement and effectuate this order;
- (f) reviewing, on a regular basis, the progress of each contracting agency toward achieving the goals for the utilization of minority and women's business enterprises and making an annual report as of June 30 of each year, which report shall be delivered to the Mayor no later than September 30, commencing September 30, 1998, reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any;

- (g) making recommendations to appropriate City officials regarding methods to further the policies and goals of this order;
- (h) monitoring contractors throughout the duration of the contract to ensure that all efforts are made to comply with the requirements of this order; and
- (i) certifying that the requirements of this order have been satisfied before contracts are signed or countersigned.

2. It shall be the responsibility of the contracting agency to ensure that bids or proposals from the agency adhere to the procedures and provisions set forth in this order.

- (a) The contracting agency director or designee shall assume primary responsibility for achieving the goals of this program and shall review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained;
- (b) The contracting agency shall take the following actions to ensure that MBE's and WBE's have maximum opportunity to participate on City contracts for which bids are solicited:
 - (i) the advertisements for bids, if any, shall appear in the City Journal no less than 21 days before bids are due for specific contracting opportunities, except where the contracts are awarded on an emergency basis;
 - (ii) a written notification shall be sent to such minority and women's trade and professional associations and contractors' associations as are designated by SLDC about the availability of contracting opportunities no less than 21 days before bids are due, except where the contracts are awarded on an emergency basis, in which case the notice shall be sent as soon as may be;
 - (iii) all contract solicitations shall include the MBE/WBE policy and any other materials required;

- (iv) all contracting opportunities shall be evaluated in an effort to divide the total requirements of a contract to provide reasonable opportunities for minority and women's business enterprises;
 - (v) guidelines shall be established to ensure that a notice to proceed is not issued until signed letters of intent or executed agreements with the MBE's and WBE's proposed in the bid documents have been submitted; and
 - (vi) actions shall be taken to ensure that all required statistics and documentation are submitted to SLDC as requested.
- (c) The contracting agency shall annually formulate a contract forecast estimating the number, probable monetary value, type of contracts and the estimated solicitation date for the contracts the contracting agency expects to award in the upcoming year. In addition, an implementation plan describing how the contracting agency will accomplish its MBE/WBE utilization goals shall be formulated. Each contracting agency will submit these documents to SLDC on or before June 30.
- (d) The contracting agency shall make quarterly reports to SLDC concerning the agency's progress in achieving the goals established by this order.
3. It shall be the responsibility of each bidder and proposer to adhere to the procedures and provisions set forth in this order.
- (a) each bidder and proposer must complete an MBE and WBE Utilization Form and identify therein its commitment, if any, to utilize MBE's and WBE's. Any failure to complete and sign the MBE and WBE utilization form will result in the bid or proposal being declared nonresponsive. In its response to an invitation to bid or request for proposal, the bidder or proposer shall include the names of minority and women's business enterprises to whom it

intends to award subcontracts, if any, the dollar value of the subcontracts, and the scope of work to be performed;

- (b) it is the bidder's or proposer's responsibility to ensure that all MBE's and WBE's projected for use have been certified by the City prior to bid opening;
- (c) whenever additional contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the original contract, the contractor shall make every effort to maintain the level of MBE and WBE participation as established in the original contract;
- (d) the awardee of a contract must submit copies of executed agreements with the MBE's and WBE's being utilized;
- (e) the awardee of a contract must submit reports and documentation as required by SLDC, verifying payments to the MBE's and WBE's being utilized.

4. Contracting Agencies, contractors, subcontractors, and the construction clearinghouses shall consider, and follow where appropriate, the following guidelines in making good faith efforts to meet the goals of this order. All good faith efforts shall be made prior to bid opening. These guidelines are not all inclusive.

SHARED RESPONSIBILITIES FOR GOOD FAITH EFFORTS

(a) CONSTRUCTION CLEARINGHOUSE

The SLDC's contractors assistance agency and construction clearinghouse, the Contractor's Assistance Program (CAP), will distribute information on the City's needs to all of the M/WBEs who may be interested in performing all or part of the work that the City requires.

(i) DISTRIBUTION OF INFORMATION

By first class mail, fax or E-mail, the construction clearinghouse shall promptly distribute all information that the City and its plan holders may provide. The clearinghouse shall act on all information that it receives in no more than two business days.

(ii) DIRECTORY OF M/WBES IN THE RELEVANT AREA

The construction clearinghouse shall have access to sufficient quantities of the SLDC M/WBE Directory and the St. Louis Airport Authority's DBE Directory, including but not limited to information on the categories of work that each firm performs.

(iii) BONDING AND INSURANCE

The construction clearinghouse shall create and regularly update a directory of the bonding and insurance agents in the relevant area. Upon request, the clearinghouse should give a copy of the directory to any interested party. In addition, the clearinghouse should be prepared to provide the name, address and telephone number of a bonding or insurance agent who may be able to respond to a firm's request for assistance. The clearinghouse should also encourage and facilitate liaison between the bonding and insurance industries and the M/WBES in the relevant area.

(b) CONTRACTING AGENCIES

(i) GENERAL

The City shall ensure, to the extent practical, that its plans and specifications are clear and reflect the actual requirements. The City shall delete any contractual provisions that would require M/WBES to take unreasonable business risks.

(ii) ADVERTISING

The City will publicly advertise every project, taking advantage of general circulation magazines and newspapers, and any publications that target minorities or business women in the relevant area. The City shall also use the construction clearinghouse to notify all M/WBEs of all business opportunities. The City should run its advertisements and notify the clearinghouse as soon as practical, but not less than two weeks before the date on which bids are due.

The City's advertisements and its notice to the clearinghouse shall include:

- The date, time, place and contact person for any pre-bid meeting;
- Expressly encourage M/WBEs to bid for the prime contract, or to the prime contractors holding plans for the project;
- Estimate the subcontracting opportunities that the project will provide, including but not limited to the type of work that prime contractors are likely to subcontract; and
- Explain that the City has provided a copy of the plans and specifications to the construction clearinghouse.

(iii) PRE-BID MEETINGS

The City may conduct a pre-bid meeting or make its project manager readily available to discuss the project with interested parties. In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

The City shall use at least part of any pre-bid meeting to encourage prime contractors and M/WBEs to work together, providing an opportunity for all firms to identify themselves, and for all M/WBEs to identify the type (s) of work that

they perform. The City should also emphasize that it expects all firms to perform a commercially useful function.

(iv) PLAN HOLDERS

No more than seven calendar days after it has advertised the project, the City should give a list of plan holders to the construction clearinghouse, including the name, street address, telephone number, fax number, E-mail address and contact person for each firm. The City should update the list of plan holders at least once a week.

(v) PLANS AND SPECIFICATIONS

The City shall provide one copy of its plans and specifications to the construction clearinghouse free of charge. The plans and specifications shall be provided on the same date on which the project is formally advertised.

The City shall expressly direct and require its design professionals to satisfy these requirements and to make themselves readily available to all contractors, to the extent necessary to eliminate any ambiguities.

In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

(c) PRIME CONTRACT BIDDERS AND OTHER PLAN HOLDERS

(i) NOTICE TO CLEARINGHOUSE

Any firm that intends to bid for the prime contract should have a notice of its intention delivered to the construction clearinghouse as soon as feasible, but no fewer than seven calendar days before the date on which the firm desires to have all quotes in hand.

That notice may be delivered by fax or E-mail, but should be in writing, in addition, it should:

- Include the name, street address, fax number, telephone number and E-mail address of a contact person;
- Specify the items of work that the plan holder may subcontract; and
- Expressly encourage M/WBEs to quote those items.

(ii) PRE-BID MEETINGS

The prime contract bidder should attend any pre-bid meeting that the City may schedule.

(iii) FOLLOW-UP WITH M/WBEs

The prime contract bidder should promptly return all calls, faxes, and E-mail that it receives from interested M/WBEs. The follow-up should take the form of a telephone call, fax or E-mail during normal business hours.

(iv) PLANS AND SPECIFICATIONS

Upon request, the plan holder should permit any interested M/WBE to review the project's plans and specifications at the plan holder's place of business during normal business hours. In addition, the prime contract bidder should have a least one employee available to help the M/WBE identify the specific item(s) in which the latter may have an interest.

(v) BONDING AND INSURANCE

The prime contract bidder should be encouraged not to deny a subcontract to an otherwise qualified and competitive, and if necessary, certified M/WBE solely because the latter cannot provide a performance or payment bond for the work, unless the bidder's bonding is contingent upon bonding for all subcontractors.

(vi) BID PACKAGES

The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the M/WBEs in the relevant area may find economically feasible to perform.

The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive M/WBE solely because the latter cannot perform an entire package of related items, but the bidder may deny a request to repackage the work where doing so would jeopardize scheduling, or increase that bidder's cost of performing the original package by more than 5%.

(vii) SUBCONTRACTOR QUOTES

Where two or more quotes cover the same item(s) of work, the prime contractor bidder should have the discretion to accept the low quote.

(viii) LETTER OF INTENT

No more than five business days after the bid date, the prime contract bidder should send a letter of intent to the M/WBEs that the bidder intends to use on the project.

(ix) REASONS FOR REJECTION

No more than one week after it determines that it has been successful, the prime contract bidder should also communicate with any M/WBE that unsuccessfully bid for a portion of the work. The prime contract bidder should provide a legitimate and non-discriminatory reason for not using the M/WBE.

(x) WRITTEN POLICY

Independent and apart from its interest in any one project, the prime contract bidder should have a written policy stating that it affirmatively supports

subcontracting to M/WBEs, and that bringing such firms into the mainstream of the construction industry is a priority for that firm. This policy shall be made available to the City upon request.

(xi) LIAISON WITH M/WBEs

Independent and apart from its interest in any one project, the prime contract bidder should assign a senior official the responsibility of serving as a liaison between the firm and the M/WBEs in the relevant area.

(d) MINORITY AND WOMEN BUSINESS ENTERPRISES

(i) PRE-BID MEETINGS

The M/WBEs should attend any pre-bid meetings that the City may schedule.

(ii) EXPRESSION OF INTEREST

The M/WBE shall promptly call, send a fax or E-mail to any prime contract bidder to whom it would like to provide a quote. The M/WBE should clearly express an interest in providing a quote. The M/WBE should also send a notice of its interest in the project to the construction clearinghouse. To the extent practical, the M/WBEs should take such actions during normal business hours and at least five business days before the date on which bids are due.

(iii). SCOPE LETTER

At least five business days before the date on which bids are due, the M/WBEs should also give the prime contract bidder a scope letter that clearly defines the items that the M/WBE would like to perform.

SECTION FOUR. PUBLIC WORKS CONTRACTS

1. This section shall be applicable to all contracts let for public works contracts or improvements.

2. If a prime contractor's bid does not indicate an intent to utilize a minimum of 25% MBE participation and 5% WBE participation, the contractor shall request a waiver from the contracting agency who then must submit such request to SLDC.
3. SLDC will grant a waiver from meeting the 25% MBE and 5% WBE goals, or some portion of them, when documentation submitted by the bidder substantiates that all available resources have been exhausted in locating and soliciting bids or proposals from minority and women contractors, suppliers, and service providers.
4. MBE and WBE participation shall be counted in accordance with the following provisions:
 - (a) A contracting agency may count as MBE or WBE participation only expenditures to MBE's and WBE's that perform commercially useful functions in the execution of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially useful function, SLDC will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
 - (b) A contracting agency may count as MBE or WBE participation the total dollar value of a contract with an MBE or WBE prime contractor less any amount that is subcontracted to non-MBE's/WBE's (including any persons or firms that are identified as MBE and/or WBE but are not so certified by the City of St. Louis).
 - (c) The total dollar value of a contract with an enterprise owned and controlled by minority women may be counted as either minority or women's business participation, but not both. The contracting agency must choose which category of participation to which the dollar value is applied.

- (d) A contracting agency may count as MBE or WBE participation a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE or WBE participation in the joint venture. The joint venture must be certified by the City of St. Louis and the MBE or WBE participant in the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.
- (e) A contracting agency may count toward a bidder's MBE and WBE goals expenditures for material and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.
- (i) A contracting agency may count a bidder's entire expenditure to a MBE/WBE manufacturer. A manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale.
- (ii) The bidder may count twenty percent (20%) of its expenditures to MBE/WBE suppliers that are not manufacturers.
- (f) A contracting agency may count as MBE or WBE participation the entire expenditure to an MBE or WBE supplier when the supplier:
- (i) assumes the actual and contractual responsibility for furnishing the supplies and materials; and
- (ii) is recognized as a distributor by the industry involved in the contracted supplies and materials; and
- (iii) owns or leases a warehouse, yard, building or whatever other facilities are viewed as customary or necessary by the industry; and
- (iv) distributes, delivers and services products with its own staff and/or equipment.

- (g) A contracting agency may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by SLDC prior to bid opening. If a firm listed by a bidder in its bid documents has not been so certified as MBE or WBE, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of MBE and WBE participation proposed by the bidder.
 - (h) Joint ventures or mentor-protégé-relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
 - (i) Participation of MBE and WBE firms located outside of the St. Louis Metropolitan Statistical Area (MSA) shall not count towards the goals established in this order.
5. To meet the requirements of the order, the following guidelines must be followed by prime contractors:
- (a) For any work to be subcontracted or materials to be supplied, prime contractors shall solicit bids from MBE's and WBE's to the maximum extent possible, referring to the City's Directory as necessary. All firms, including non-MBE's and non-WBE's, should be solicited in the same time period. If an MBE or WBE firm submits the low or equally low bid for work to be subcontracted or materials to be supplied, the prime contractor shall use the MBE or WBE firm unless the bid is non-responsive or the prime contractor is able to document that the MBE or WBE firm is unqualified or otherwise unable to perform the work or supply the needed materials. Where second tier subcontracting is to occur, the same procedure shall be employed for each type of work or materials to be supplied under a second tier subcontract.
 - (b) All solicitations shall be made prior to the bid opening and there shall be no negotiation of bids or "bid shopping" by the contracting agency. Contractors

bidding on more than one contract must solicit bids from MBE's and WBE's for each contract for which they are bidding regardless of the proximity of the bid dates or the previous lack of responsiveness of MBE's and WBE's.

- (c) Prime contractors may count as MBE or WBE participation only those firms that have been certified as MBE's or WBE's by the City of St. Louis prior to the bid opening.
 - (d) Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
 - (e) Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
6. The contracting agency shall notify SLDC of the date and time for the formal bid opening. After the bids have been opened and read, the contracting agency will review the M/WBE Statement, included as part of the bid documents, to determine whether the low bidder intends to meet the MBE and WBE participation goals established by this order. If the low bidder does not meet the specified goals for MBE and WBE participation, the low bidder shall be instructed to request a total or partial waiver of the goals.
7. Within 48 hours following bid opening the apparent low bidder, and any other bidder still desiring to be considered for contract award, shall submit to the Contracting Agency the M/WBE Utilization Plan, and any other documents required by the bid documents, including, where appropriate, a request for waiver. If the M/WBE Utilization Plan does not meet the project goals, the bidder shall seek a partial or total waiver of the M/WBE goals. The application for waiver of all or part of the M/WBE goals shall include full documentary evidence of the bidder's good faith efforts to meet the goals prior to bid opening and why the request for waiver should be granted. The application, which shall

be in writing, must include a narrative, affidavits or exhibits which verify the actions taken by the bidder to meet the M/WBE goals.

8. The contracting agency will conduct a preaward conference following the bid opening. A representative from SLDC and SLDC's designated minority and women's contractors assistance agency shall attend this meeting. At that time, the contracting agency will review the bidder's proposed MBE and WBE participation. If the bidder fails to meet the goals established by this order, it will be allowed to request a waiver from those provisions. The waiver request must be supported by evidence establishing that the bidder has exhausted all available resources in locating and soliciting bids or proposals from minority and women's businesses and has found it impossible to meet the established goals. Denial of a waiver may be appealed by the bidder, within 10 days of notice of the denial, to the Mayor, who shall rule upon the appeal in due course. Failure on the low bidder's part to exhaust all reasonable methods in a good faith effort to solicit bids prior to bid opening from the MBE and WBE firms listed in the City's Directory may place the award of the contract to the low bidder in jeopardy.
9. Prior to the preaward conference, copies of the bid documents will be distributed to SLDC. SLDC will immediately begin a review of the bid documents and, within two weeks following the preaward conference, will make a recommendation as to the apparent low bidder's good faith efforts to meet the city's goals prior to bid opening. In making this determination, SLDC will contact MBE's and WBE's to verify that the apparent low bidder solicited bids from each of them, that the MBE and WBE subcontractor bid amounts listed accurately reflect the amounts actually quoted by those firms and, in the case of those MBE/WBE firms proposed to be utilized by the low bidder, that the apparent low bidder has tentative agreements with them in the amounts shown. For work being

subcontracted to non-MBE/WBE firms, SLDC will contact the certified MBE and WBE firms in that particular trade, service or supply area to verify that, after solicitation of bids by the proposed prime contractor, the MBE and WBE firms submitted high or non-responsive bids or no bids at all. After the verification process, SLDC may make a positive recommendation to the contracting agency for contract award to the low bidder and/or grant the request for a waiver to the MBE/WBE goals established by this order, or SLDC may recommend denial of the contract award and/or the request for a waiver. The contracting agency shall not award any contract in excess of \$10,000 without the positive recommendation of the SLDC.

10. Each contracting agency shall maintain files documenting the efforts of successful bidders to achieve the City's goals regarding utilization of minority and women's business. In addition, each contracting agency is responsible for documenting that the prime contractor (including MBE and WBE prime contractors) has signed and valid contracts with each MBE and/or WBE subcontractor proposed by the prime contractor in its bid documents. The contracting agency shall not authorize any payments to the prime contractor until acceptable documentation has been submitted to SLDC and the contracting agency.
11. At contract completion, the contracting agency shall obtain final documentation of MBE and WBE participation. The contracting agency must have complete and acceptable documentation as determined by SLDC of amounts paid to all project MBE and WBE subcontractors on file before the final payment is made to the prime contractor.
12. Representatives of the contracting agency and/or SLDC or its designee shall make periodic visits to the project site to verify minority and women's business enterprise participation.
13. In the event that a public works or improvement contract is awarded on an emergency basis, the contracting agency shall give preference to MBE's and WBE's if, at the time

that the contract is let, those contracts that have been awarded as of that date, do not, in the aggregate, meet the City-wide goals specified in this order.

14. The provision of this order shall be made part of all contracts regulated by this order.

SECTION FIVE. SERVICE CONTRACTS

1. It shall be the goal of each contracting agency where anticipated service contracts, including professional service contracts, for any year exceed the sum of \$150,000 in the aggregate that 25% of the aggregate value of contracts awarded each fiscal year be let with MBE's and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBE's.
2. It shall be the goal of the city that of the aggregate value of contracts awarded by contracting agencies that anticipate letting service contracts, including professional service contracts, aggregating \$150,000 or less, 25% shall be let with MBE's and 5% be let with WBE's.
3. The methods by which contracting agencies shall pursue those goals shall include, but not be limited to,
 - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
 - (b) active solicitations of proposals by MBE's and WBE's;
 - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
 - (d) encouragement of subcontracting to MBE's and WBE's;
 - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
 - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities; and

(g) contacting minority and women trade and professional organizations to solicit participation.

4. All requests for services, including professional services, shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.
5. Each contracting agency shall make a report to SLDC of the MBE and WBE participation in each professional service contract that it makes.
6. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
7. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
8. Contracts with non-MBE's and non-WBE's shall be counted towards the MBE and WBE goals under the following circumstances and according to the following standards:
 - (a) where the non-MBE or non-WBE firm assigns one or more minority or women partners or owners, 75% of the billable hours attribute to that partner or owner shall be counted as MBE or WBE participation, as the case may be.
 - (b) where the non-MBE or non-WBE firm assigns one or more minority or women associates or employees, 25% of the billable hours attributed to the associates or employees shall be counted as MBE or WBE participation, as the case may be.
 - (c) where the non-MBE or non-WBE enters into a subcontract with an SLDC-certified MBE or WBE, that portion of the value of the contract that is subcontracted shall be counted as MBE or WBE participation as the case may be.

SECTION SIX. SUPPLY CONTRACTS

- 1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with MBE's and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with WBE's.**
- 2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal;**
- 3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:**
 - (a) The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;**
 - (b) SLDC shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;**
 - (c) The Supply Commissioner shall notify SLDC prior to solicitation of bids whenever no such qualified businesses are available;**
 - (d) SLDC shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and**
 - (e) The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.**
- 4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.**

5. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.

SECTION SEVEN. CONCESSION CONTRACTS

1. It shall be the goal of each contracting agency to award concession contracts in such a manner as to achieve the City's goals for MBE and WBE participation.
2. The methods by which contracting agencies shall pursue this goal shall include, but not be limited to, the following:
 - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
 - (b) active solicitations of proposals by MBE's and WBE's;
 - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
 - (d) encouragement of subcontracting to MBE's and WBE's;
 - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
 - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities;
 - (g) contacting minority and women trade and professional organizations to solicit participation.
2. All requests for concession proposals shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Concession contract proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.

3. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
4. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.

SECTION EIGHT. BONDING ASSISTANCE

SLDC shall develop a program to assist small business enterprises, including MBE's and WBE's in obtaining information and resources on the availability of bonding for public sector contracts. SLDC shall provide;

1. Individualized counseling;
2. Conduct seminars relating to bonding;
3. Explore methods of creating a bonding program for small businesses with public and private sector resources;
4. Monitor the bonding practices in the local market and to document any instances of discrimination in the bonding industry; and
5. Provide advice and information to the Board of Public Service or the appropriate user department as to the level of bonding generally available to subcontractors, so that such information may be considered in the process of reducing such projects to a size that small business enterprises might successfully bid.

SECTION NINE. FINANCIAL ASSISTANCE

SLDC will assist small business enterprises in locating available financial resources in the St. Louis business sector. SLDC shall:

1. Act as a clearinghouse for information on financial assistance programs for small business enterprises, MBEs, and WBEs;
2. Assist in packaging loan requests for small business enterprises;

3. **Contract seminars relating to financing;**
4. **Monitor and document any instances of discrimination against small business enterprises, MBEs, and WBEs; and**
5. **Explore public and private resources to provide financial services to small business enterprises.**

SECTION TEN. EMPLOYMENT

All firms doing business with the City of St. Louis are encouraged to act affirmatively to hire residents of the City of St. Louis as employees, with particular emphasis on residents of the City who are members of minority groups or who are women.

SECTION ELEVEN. CITY-FUNDED PROJECTS

All contracts between the City of St. Louis and a second party wherein the City of St. Louis provides City or other governmental funds to the second party and wherein the second party agrees to provide services or engage in a project shall contain a provision obligating the second party to observe the program established by this Order, except with respect to non-construction contracts to which not-for-profit corporations are a party.

SECTION TWELVE. PENALTIES

1. If SLDC determines that a contractor, bidder or proposer has failed to comply with the City's program regarding utilization of minority and women's business enterprises, it shall report its determination to the Mayor.
2. The Mayor, pursuant to Article VII, 1 of the Charter, may subject the offending party to any or all of the following penalties and sanctions:
 - (a) withholding of contract award;
 - (b) suspension of contract;
 - (c) withholding of payments;

- (d) rescission of contract based upon a material breach of contract pertaining to MBE and/or WBE participation;
 - (e) refusal to accept a proposal; and
 - (f) disqualification of a bidder, proposer or contractor from eligibility for providing goods or services to the City for a period not to exceed one year.
3. The Mayor shall report the imposition of any penalty to the Comptroller and to the City Counselor.

SECTION THIRTEEN. MINORITY AND WOMEN'S BUSINESS ENTERPRISE ADVISORY COMMITTEE

- 1. There is hereby created and established an advisory committee to be known as the Minority and Women Business Enterprise Advisory Committee.
- 2. The committee shall consist of the following ten (10) members appointed by the Mayor, with the consent of the Board of Aldermen:
 - (a) One (1) member of the Commission of the Civil Rights Enforcement Agency;
 - (b) One (1) member of the Contractors Assistance Program (CAP);
 - (c) One (1) member of the St. Louis Minority Contractors Association;
 - (d) One (1) member of the National Association of Women in Construction;
 - (e) One (1) member of the Associated General Contractors of St. Louis;
 - (f) One (1) member of the Hispanic Chamber of Commerce;
 - (g) One (1) member of the National Indian Community Association;
 - (h) One (1) member of the Asian-Americans for Equal Opportunity;
 - (i) One (1) member of the St. Louis Minority Business Council; and
 - (j) One (1) member of the St. Louis Council of Construction Consumers;

3. **Members shall serve for staggered terms of three (3) years. Initially four (4) members shall be appointed for a term of three (3) years, three (3) members shall be appointed for a term of two (2) years and three (3) members shall be appointed for a term of one (1) year. Vacancies shall be filled in the same manner as the original appointments for the remainder of the vacant term. Each member shall serve without compensation.**
4. **The committee shall elect a Chairman and a Secretary who shall each serve for three (3) years. One (1) month prior to the end of the Chairman's and the Secretary's term, successors shall be elected. The committee shall adopt rules consistent with applicable laws for the conduct of its business.**
5. **The committee shall meet quarterly to review compliance with this Order. In addition, the committee shall at a minimum meet twice annually in open public session to receive general testimony from the public. All minutes and records of the committee shall be open to the public.**
6. **The committee shall monitor the effectiveness of the City's program described in this order and make such recommendations to SLDC as it sees fit. The actions, decisions and recommendations of the Committee are to further the policies and goals of this Order and shall not be final or binding on the City but shall be advisory only.**

SECTION FOURTEEN. TERM

The program established by this order shall cease June 30, 2002, except SLDC shall submit its final report on September 30, 2002.

SECTION FIFTEEN. REPORT

No later than September 30, 1998 and beginning in 1998, and every year thereafter, SLDC shall deliver a report to the Mayor reviewing the progress made as of the preceding June 30 in achieving the

City's goals, and making such recommendations as to further remedial action that should be taken, if any.

SECTION SIXTEEN. FEDERAL AND STATE REGULATIONS

Projects that utilize federal or state funds in whole or in part must comply with any applicable federal or state regulations and such regulations may not be waived by the City.

Dated: July 24, 1997

Signed by: Clarence Harmon

Mayor, City of St. Louis

Exhibit 4
MBE/WBE Submission Instructions and Forms

M/WBE INDEX AND SUBMISSION INSTRUCTIONS

PAGE	FORM	SUBMITTED	SUBMITTED TO
MBE: 1	M/WBE UTILIZATION STATEMENT	With Bid Proposal	SLDC
MBE: 2-4	SUBCONTRACTOR LIST	Within 48 hours of Bid Opening	SLDC
MBE: 5-6	NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR AND/OR MATERIAL SUPPLIER	Within 48 hours of Bid Opening	SLDC
MBE: 7-8	CONTRACTOR'S GOOD FAITH EFFORTS REPORT AND STATEMENT	Within 48 hours of Bid Opening	SLDC
	COPIES OF M/WBE SUBCONTRACTS	Upon execution of a contract with the City, the Contractor shall provide fully executed copies of all M/WBE subcontracts.	SLDC
MBE: 9	RECORD OF PAYMENTS TO SUBCONTRACTORS, MATERIAL SUPPLIERS AND OTHER VENDORS REPORT	The 15th of the month for the month preceding. (Example for January the report would be submitted by February 15th.	SLDC
MBE: 10	SUBCONTRACTOR OR SUPPLIER SUBSTITUTION FORM	Prior to substituting a subcontractor or supplier. Approval from the City is required prior to substitution.	SLDC
MBE: 11	FINAL RECORD OF PAYMENTS REPORT	Within 15 days after the completion of all work items to be performed under the contract.	SLDC

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
M/WBE UTILIZATION STATEMENT (PART B)**

On the spaces provided below, please list each M/WBE firm proposed for utilization on this contract. Use additional sheets as necessary.

NAME OF FIRM

ESTIMATED AMOUNT

**CITY OF LOUIS
BOARD OF PUBLIC SERVICE
SUBCONTRACTOR LIST**

FIRM NAME	MBE or WBE	BID ITEM(S) OF WORK TO BE PERFORMED	SUBCONTRACT OR SUPPLY CONTRACT AMOUNT

CONTRACT BID TOTAL \$ _____

TOTAL AMOUNT OF MBE PARTICIPATION: _____
 PERCENT MBE PARTICIPATION: _____
 TOTAL AMOUNT OF WBE PARTICIPATION: _____
 PERCENT WBE PARTICIPATION: _____

In considering all levels of subcontracting on City contracts the following categories of Bid Item(s) or Work and Trade have been suggested by various private and governmental organizations and professional groups involved in commercial and industrial construction: -- air conditioning, final clean-up, caulking, ceilings, conduit, concrete, cement, cabinets, doors, drainage, drilling, drywall, asphalt, carpentry, communications, electrical, equipment rental, excavating, elevators, earthwork, decorators, fencing, flooring, automatic sprinklers, foundations, brick masonry, pile caps, pile driving, sewers, stone masonry, insulation, tile setting and terrazzo, lathing and plastering, asbestos, painting, security guard service, sign painting, painting, insurance and bonding, photographers, plumbing, paving, grading, landscaping, toilet partitions, siding, roof decking, flooring, paperhangers, sky lights, steel erections, re-bars, sheet metal, movable partitions, ornamental iron, glazing, accessories suppliers, exterminators, millwork, wall covering, advertisers, data programmers, wrecking and demolition, sodding, construction and design consultants, hauling, financing institutions, public movers, specialties, carpeting, piping, heating, and sanitary and safety facilities.

Note: On attached sheets, provide the complete mailing address, telephone number, contact person and title for each firm listed on the previous pages. Additionally, provide the City Business License Number and Federal Identification Number for each.

Name of Firm

Signature and Date

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

NOTICE OF INTENT TO PERFORM AS A SUBCONTRACTOR AND/OR MATERIAL SUPPLIER

NAME OF PROJECT _____

LETTING NUMBER _____

PART I

(NOTE: Pursuant to the City’s policies, M/WBE firms participating in the City’s M/WBE Program must have “current” certification status with the City prior to bid opening. The M/W/DBE certification of any firm is effective for two (2) years from the date of written notification of certification. Firms not certified by the City can not be counted towards the City’s M/WBE goals on this project. Firms certified by the U.S. Small Business Administration (SBA) must attach a copy of a the firm’s 8(a) program approval letter from the SBA)

1. TO: _____
(Name of Contractor)

2. The undersigned intends to perform work in connection with the above project as (check one):

- | | |
|--|--|
| <input type="checkbox"/> an individual / sole proprietorship | <input type="checkbox"/> a partnership |
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a joint venture |

3. The undersigned (check applicable statements):

- has been certified by the St. Louis Development Corporation (SLDC)
(Certification # _____).
- has been certified by the St. Louis Airport Authority (SLAA)
(Certification # _____).
- has a current 8(a) status with the U.S. Small Business Administration.

4. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify “supply” or “install” or both.

and at the following price \$_____. With respect to the proposed subcontract described above _____% of the dollar value of such subcontract will be sublet and/or awarded to non-M/W/DBE subcontractors.

PART II: SUBCONTRACTOR PARTICIPATION

4b	Name of Firm Receiving Subcontract	Work to Be Performed	Amount of Subcontract
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Total amount to be subcontracted out by M/WBE \$ _____

 (Name of Prime Contractor) BY: _____ PHONE: _____ DATE: __/__/__
 (Signature of Authorized Representative)

 (Name of M/W/DBE Firm) BY: _____ PHONE: _____ DATE: __/__/__
 (Signature of Authorized Representative)

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
CONTRACTOR'S GOOD FAITH EFFORTS STATEMENT**

In accordance with the Mayor's Executive Order of July 24, 1997, please indicate those efforts you made to regarding the utilization of minority and/or women-owned business enterprises (M/WBEs) on this contract.

	YES	NO
Attended the pre-bid conference held on this contract.		
Selected portions of work proposed to be performed by M/WBEs in order to increase the likelihood of meeting the participation goals.		
Solicited individual M/WBEs by written notification at least fourteen (14) calendar days prior to bid opening to participate in the contract as subcontractor, regular dealer, manufacturer, consultant, or service agency for specific items or type of work.		
Followed up the initial solicitation of interest by contacting M/WBE firms to determine whether or not said firms will submit a bid.		
Provided interested M/WBE firms with adequate information regarding plans, specifications and requirements for bidding on City-financed construction.		
Negotiated in good faith with M/WBE firms. M/WBE firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.		
Made efforts to negotiate with M/WBE firms for specific items of work.		
Made efforts to assist M/WBE firms that requested assistance in obtaining bonding, insurance, or lines of credit required to participate in the contract.		
Advertised in general circulation media, trade association publication(s), M/WBE-focused media for M/WBEs and areas of interest for this contract.		
Name of Publications(s)	1. _____ Date _____	3. _____ Date _____
	2. _____ Date _____	4. _____ Date _____
Notified, in writing, organizations which provide assistance in the recruitment and placement of M/WBE firms of the types of work, supplies or services considered on this contract. List the organizations, contractors' groups, local, state and federal disadvantaged business assistance offices and other organizations that were contacted for assistance in achieving the participation of M/WBE firms on this contract. Please note the name of the person contacted and the date of contact.	Organization _____ Organization _____ Organization _____	Contact Person _____ Contact Person _____ Contact Person _____ Date of Contact _____ Date of Contact _____ Date of Contact _____

Firm Name _____
 Prime Contractor's Authorized Signature _____ Title _____ Date _____

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

CONTRACTING AGENCY: _____

PROJECT NAME: _____

NAME OF PRIME CONTRACTOR: _____

In addition to the minority or women-owned business enterprises listed and proposed for utilization on this contract, the following minority and women-owned business enterprises were also contacted regarding this contract. However, the prime contractor is unable to utilize these firms for the reasons listed below:

FIRM NAME ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASONS REJECTED

Prime Contractor's Authorized Signature _____ Title _____ Date _____

Letting No. _____

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
RECORD OF PAYMENTS TO SUBCONTRACTORS,
MATERIAL SUPPLIERS AND OTHER VENDORS**

CONTRACT NUMBER: _____ DATE _____
PROJECT NAME: _____
NAME OF PRIME CONTRACTOR: _____ PAY APPLICATION NUMBER _____

PROPOSED SUBCONTRACTOR OR SUPPLIER	MBE or WBE	PROPOSED SUBCONTRACT AMOUNT	PAYMENTS TO SUBCONTRACTOR OR VENDOR THIS PERIOD	PREVIOUS PAYMENTS TO SUBCONTRACTOR OR VENDOR	TOTAL PAYMENTS TO SUBCONTRACTOR TO DATE	SUBCONTRACTOR OR VENDOR PERCENT COMPLETE

In signing this form, the contractor certifies that the above amounts have been PAID TO all Subcontractors, Suppliers and vendors and that documentation for said payments is available for inspection.

Prime Contractor's Authorized Signature _____ Title _____ Date _____

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
SUBSTITUTION FORM**

CONTRACTING AGENCY: _____
 PROJECT NAME: _____
 NAME OF PRIME CONTRACTOR: _____
 TOTAL CONTRACT AMOUNT: _____

In accordance with the City of St. Louis' Minority and Women-Owned Business Participation Program, when adding, changing or deleting subcontractors or suppliers on City projects, the City of St. Louis Substitution Form shall be used. All changes to the original list of approved subcontractors or suppliers shall be submitted to the contracting agency and SLDC for review and written approval prior to the use of any substitute contractor and/or supplier on a City project. Contractors shall make a good faith effort to replace M/WBE subcontractors or suppliers unable to perform on the project with another certified M/WBE firm.

1. Is the subcontractor/supplier being replaced an MBE or WBE? YES _____ NO _____
2. Type of work to be performed/material to be supplied: _____
3. Dollar Amount: _____
4. Name of the subcontractor/supplier being replaced: _____
 Contact Person: _____ Telephone No. _____
5. Percent of work/material that was completed /supplied by the subcontractor/supplier _____
6. Amount paid to the subcontractor/supplier (if any): _____
7. The reason the subcontractor/supplier is being replaced is stated as follows: _____

8. ~~Document the efforts made to replace or add an MBE/WBE to perform the work/supply the required materials:~~ _____

9. Name of substitute subcontractor/supplier: _____
 Check One: MBE _____ WBE _____ Contact Person: _____ Telephone No. _____

This form should be completed and submitted to the Project Manager when a subcontractor or supplier is being added, deleted or changed. The same criterion used for establishing good faith efforts in maximizing the participation of MBE/WBEs prior to awarding this contract will also apply to the substitution of MBE/WBE subcontractors or suppliers during the performance of the contract.

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
FINAL RECORD OF PAYMENTS REPORT**

PROJECT NAME: _____ MBE GOAL: _____
 CONTRACT NUMBER: _____ WBE GOAL: _____
 FINAL CONTRACT AMOUNT: _____ (including Change Orders to Date)

The Final Record of Payments Report is completed by the contractor and submitted to the contracting agency and SLDC upon completion of the project. The report should reflect all activity, regardless of tier, on the project. If the M/WBE goal was not met, the contractor shall submit documentation supporting good faith efforts.

SUBCONTRACTOR OR SUPPLIER	MBE or WBE	WORK PERFORMED	TOTAL DOLLAR AMOUNT PAID TO SUBCONTRACTOR OR SUPPLIER

This certifies that \$ _____ has been paid to M/WBE Subcontractors or Suppliers as stated above.

By: _____
 Name of Contractor

Per: _____
 Authorized Signature

Subscribed and sworn to, before me, this _____ day of _____, A.D. _____

Notary Public: _____ My commission expires: _____

Exhibit 5
Wage Determination

General Decision Number: MO100001 10/14/2011 MO1

Superseded General Decision Number: MO20080001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	04/09/2010
2	04/16/2010
3	05/07/2010
4	06/04/2010
5	06/11/2010
6	07/02/2010
7	07/09/2010
8	08/06/2010
9	09/03/2010
10	10/01/2010
11	11/05/2010
12	11/12/2010
13	12/03/2010
14	01/21/2011
15	02/11/2011
16	03/04/2011
17	04/08/2011
18	04/15/2011
19	05/06/2011
20	05/13/2011
21	06/03/2011
22	07/01/2011
23	07/22/2011
24	08/12/2011
25	08/26/2011
26	09/02/2011
27	09/16/2011
28	09/23/2011
29	10/14/2011

* CARP0005-006 04/01/2008

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 33.00	12.03
MILLWRIGHTS & PILEDRIVERS...	\$ 33.00	12.03

CARP0008-003 05/01/2010

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 32.78	12.25

CARP0011-001 05/01/2011		
	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 28.57	11.00
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 27.67	10.55
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES..	\$ 28.83	13.05
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES..	\$ 27.32	10.55
BENTON, MORGAN AND PETTIS...	\$ 27.27	11.00
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 28.67	13.07
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 28.32	10.55
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 27.75	13.07
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 28.68	13.05
FRANKLIN COUNTY.....	\$ 31.23	13.05
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 33.38	13.05

LINCOLN COUNTY.....	\$ 30.34	13.05
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 29.39	13.05
WARREN COUNTY.....	\$ 30.73	13.05

ELEC0001-002 06/01/2009

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 33.60	22.242

ELEC0002-001 09/01/2008

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Groundman and Groundman- Driver.....	\$ 22.48	43.25%+4.75
Groundman Equipment Operator.....	\$ 29.08	43.25%+4.75
Groundman-Winch Driver.....	\$ 23.59	43.25%+4.75
Lineman or Cable Splicer....	\$ 33.68	43.25%+4.75

ELEC0053-004 08/31/2010

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON,		

WEBSTER, WORTH AND WRIGHT
COUNTIES)

Groundman Powderman.....	\$ 25.88	34.5%+4.75
Groundman.....	\$ 23.98	34.5%+4.75
Groundman Powderman.....	\$ 25.13	34%+4.75
Lineman Operator.....	\$ 35.12	34.5%+4.75
Lineman.....	\$ 37.10	34.5%+4.75

Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 26.84	34.5%+4.75
Groundman.....	\$ 25.44	34.5%+4.75
Lineman Operator.....	\$ 35.82	34.5%+4.75
Lineman.....	\$ 38.40	34.5%+4.75

ELEC0095-001 06/01/2011

BARRY, BARTON, CEDAR, CRAWFORD, DADE, JASPER, LAWRENCE,
MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

Rates Fringes

Electricians:

Cable Splicers.....	\$ 23.75	12.31
Electricians.....	\$ 24.00	3%+10.91

ELEC0124-007 09/01/2010

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
COUNTIES:

Rates Fringes

Electricians.....	\$ 33.83	18.63
-------------------	----------	-------

ELEC0257-003 03/01/2011

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

Rates Fringes

Electricians:

Cable Splicers.....	\$ 30.18	12.795
Electricians.....	\$ 30.18	12.795

ELEC0350-002 12/01/2010

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,

SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	\$ 28.16	15.20

 ELEC0453-001 09/01/2011

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES..	\$ 24.23	13.55
PULASKI and TEXAS COUNTIES..	\$ 28.88	14.01
STONE and TANEY COUNTIES....	\$ 20.02	12.72

 ELEC0545-003 06/01/2010

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,
 GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
 AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.85	12.19

 ELEC0702-004 06/23/2011

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,
 MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE
 COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 23.79	5.76+28.75%
Groundman-Equipment Operator Class II (all other equipment).....	\$ 30.16	5.76+28.75%
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 34.40	5.76+28.75%
Lineman.....	\$ 47.66	5.76+28.75%

 ENGI0101-001 05/01/2011

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
 CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
 HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
 LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
 COUNITTES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.94	13.76
GROUP 2.....	\$ 29.54	13.76
GROUP 3.....	\$ 27.54	13.76

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;
 (b) Oiler driver
 (c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE

GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101-005 04/01/2011

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.33	13.88
GROUP 2.....	\$ 31.29	13.88
GROUP 3.....	\$ 26.82	13.88
GROUP 4.....	\$ 30.17	13.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; articulated dump truck;

back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

 ENGI0101-022 05/01/2011

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 26.71	11.81
GROUP 2.....	\$ 26.36	11.81
GROUP 3.....	\$ 26.16	11.81
GROUP 4.....	\$ 24.11	11.81

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2

active drums; launch hammer wheel; locomotive operator; - standard gauge; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/04/2011

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.11	21.36
GROUP 2.....	\$ 29.11	21.36
GROUP 3.....	\$ 27.21	21.36
GROUP 4.....	\$ 23.75	21.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted;

Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
Certified Crane Operator - \$1.50;
Certified Hazardous Material Operator \$1.50;
Crane, climbing (such as Linden) - \$.50;
Crane, Pile Driving and Extracting - \$.50
Crane with boom (including job) over
100 ft from pin to pin - add \$.01 per foot
to maximum of \$4.00);
Crane, using rock socket tool - \$.50;
Derrick, diesel, gas or electric hoisting material
and erecting steel (150 ft or more above ground) - \$.50;
Dragline, 7 cu yds and over - \$.50;
Hoist, Three or more drums in use - \$.50;
Scoop, Tandem - \$.50;
Shovel, Power - 7 cu yds and over - \$.50;
Tractor, Tandem Crawler - \$.50;
Tunnel, man assigned to work in tunnel or
tunnel shaft - \$.50;
Wrecking, when machines are working on
second floor or higher - \$.50

ENGI0513-006 05/01/2011

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE
GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN,
GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES,
MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY,
MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS,
PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST.
FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON,

SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 24.89	21.33
GROUP 2.....	\$ 24.54	21.33
GROUP 3.....	\$ 24.34	21.33
GROUP 4.....	\$ 20.69	21.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine

operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyer operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

- Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00
- Certified Crane Operator - \$1.50;
- Certified Hazardous Material Operator \$1.50;
- Crane, climbing (such as Linden) - \$0.50;
- Crane, pile driving and extracting - \$0.50;
- Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00;
- Crane, using rock socket tool - \$0.50;
- Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;
- Dragline, 7 cu. yds, and over - \$0.50;
- Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50;
- Shovel, power - 7 cu. yds. or more - \$0.50;
- Tractor, tandem crawler - \$0.50;
- Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50;
- Wrecking, when machine is working on second floor or higher - \$0.50;

ENGI0513-007 05/04/2011

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 29.11	21.36
GROUP 2.....	\$ 29.11	21.36
GROUP 3.....	\$ 27.21	21.36
GROUP 4.....	\$ 23.75	21.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float;

cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50

Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2011

	Rates	Fringes
Ironworkers:		
ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....	\$ 25.50	24.25
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties.....	\$ 28.50	24.25

IRON0321-002 08/01/2009

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 18.10	12.34

IRON0396-004 08/04/2010

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 31.98	18.20

IRON0396-009 08/04/2010

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL, LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 27.51	18.01

IRON0577-005 08/01/2010

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	\$ 24.00	15.01

IRON0584-004 06/01/2009

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	\$ 22.10	10.51

IRON0782-003 05/01/2011

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 29.39	17.85
All Other Work.....	\$ 23.87	16.48

LABO0042-003 03/07/2011

ST. LOUIS (City and County)

	Rates	Fringes
Laborers:		
Plumber Laborers.....	\$ 28.17	12.07

LABO0042-005 03/02/2011		

ST. LOUIS (City and County)

	Rates	Fringes
Laborers:		
Dynamiter, Powderman.....	\$ 28.67	12.07
Laborers, Flaggers.....	\$ 28.17	12.07
Wrecking.....	\$ 28.05	12.07

LABO0424-002 05/01/2009		

	Rates	Fringes
Laborers:		
ADAIR, AUDRAIN, BOONE,		
CALLAWAY, CHARITON, CLARK,		
COLE, COOPER, HOWARD,		
IRON, KNOX, LEWIS, LINN,		
MACON, MADISON, MARION,		
MILLER, MONITEAU, MONROE,		
PERRY, PIKE, PUTNAM,		
RALLS, RANDOLPH, REYNOLDS,		
ST. FRANCOIS, STE.		
GENEVIEVE, SCHUYLER,		
SCOTLAND, SHELBY AND		
SULLIVAN COUNTIES		
GROUP 1.....	\$ 24.56	9.29
GROUP 2.....	\$ 25.16	9.29
BOLLINGER, BUTLER, CAPE		
GIRARDEAU, CARTER,		
CRAWFORD, DENT, DUNKLIN,		
GASCONADE, HOWELL, MARIES,		
MISSISSIPPI, NEW MADRID,		
OREGON, OSAGE, PEMISCOT,		
PHELPS, PULASKI, RIPLEY,		
SCOTT, SHANNON, STODDARD,		
TEXAS, WASHINGTON AND		
WAYNE COUNTIES		
GROUP 1.....	\$ 24.56	9.29
GROUP 2.....	\$ 25.16	9.29
FRANKLIN COUNTY		
GROUP 1.....	\$ 26.01	9.29
GROUP 2.....	\$ 26.61	9.29
JEFFERSON COUNTY		
GROUP 1.....	\$ 26.06	9.29
GROUP 2.....	\$ 26.66	9.29
LINCOLN, MONTGOMERY AND		

WARREN COUNTIES

GROUP 1.....	\$ 24.81	9.29
GROUP 2.....	\$ 25.41	9.29
ST.CHARLES COUNTY		
GROUP 1.....	\$ 27.33	9.29
GROUP 2.....	\$ 27.33	9.29

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

	Rates	Fringes
Laborers: (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 23.39	11.04
GROUP 2.....	\$ 23.74	11.04
Laborers: (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY, HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 21.74	10.89
GROUP 2.....	\$ 22.29	10.89
Laborers: (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 23.29	11.14
GROUP 2.....	\$ 23.64	11.14

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet

above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0663-002 04/01/2011

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.64	12.49
GROUP 2.....	\$ 27.85	12.49

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

PAIN0002-006 04/01/2011

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses.....	\$ 22.80	10.87
Brush and Roll; Taping, Paperhanging.....	\$ 20.80	10.87
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 21.80	10.87
Spray; Structural Steel (over 50 feet).....	\$ 21.30	10.87

Tapers using Ames or
 Comparable Tools.....\$ 21.05 10.87

 * PAIN0003-004 04/01/2011

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY
 COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 29.93	14.04
Brush & Roller.....	\$ 28.31	14.04
Drywall.....	\$ 28.53	14.04
Paper Hanger.....	\$ 28.81	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 29.43	14.04
Steeplejack.....	\$ 33.50	14.04

 * PAIN0003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY,
 HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS &
 SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 24.06	14.04
Brush & Roller.....	\$ 22.67	14.04
Drywall.....	\$ 22.84	14.04
Paper Hanger.....	\$ 23.07	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 23.56	14.04
Steeplejack.....	\$ 26.82	14.04

 PAIN0098-002 05/01/2010

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
 WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 24.43	11.17
Sandblaster.....	\$ 25.43	11.17

Steeplejack.....\$ 27.43 11.17

PAIN0203-001 04/01/2010

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT
COUNTIES

	Rates	Fringes
Painters:		
Finisher.....	\$ 19.69	11.06
Painter.....	\$ 19.26	11.49
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator.....	\$ 20.26	11.49

PAIN1265-003 09/01/2011

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,
PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 24.25	11.71
Floor Work.....	\$ 24.75	11.71
Lead Abatement.....	\$ 26.50	11.71
Spray.....	\$ 25.75	11.71
Structural Steel, Sandblasting and All Tank Work.....	\$ 25.50	11.71
Taping, Paperhanging.....	\$ 25.25	11.71

* PAIN1292-002 09/01/2011

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 27.99	10.39
Brush & Roller.....	\$ 23.04	10.39
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 25.04	10.39

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour.
Under 60 ft. \$0.25 per hour.

* PAIN1292-003 09/01/2011

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 27.99	10.39
Brush & Roller.....	\$ 23.64	10.39
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 25.64	10.39

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour
Under 60 ft. \$0.25 per hour.

PLAS0518-006 03/01/2011

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.76	8.49

PLAS0518-007 04/01/2011

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY
COUNTIES

	Rates	Fringes
Cement Masons:.....	\$ 28.84	13.63

PLAS0518-011 04/01/2011

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,
HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.28	15.45

* PLAS0527-001 04/06/2011

	Rates	Fringes
CEMENT MASON FRANKLIN, LINCOLN AND		

WARREN COUNTIES.....	\$ 27.53	14.48
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....		
	\$ 28.70	14.56

* PLAS0527-004 06/01/2011

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,
WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 25.54	14.48

PLAS0908-001 05/01/2010

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 21.15	9.30

PLAS0908-005 03/01/2010

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 25.08	9.60

PLUM0008-003 06/01/2011

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 36.80	20.41

PLUM0008-017 06/01/2011

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	\$ 34.36	20.41

* PLUM0045-003 09/01/2011

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.10	18.10

PLUM0178-003 11/01/2010		

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND
WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 26.75	14.07

PLUM0178-006 11/01/2010		

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under....	\$ 23.78	14.07
Projects over \$750,000.....	\$ 26.75	14.07

PLUM0533-004 06/01/2011		

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST.
CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	\$ 39.58	19.07

PLUM0562-004 07/01/2011		

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE
GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,
DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL,
IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON,
MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,
MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT,
PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,
REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST.
LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD,
SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

Rates Fringes

Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 32.91	17.04
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 34.25	22.43

PLUM0562-016 07/01/2011

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,
MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City
and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 32.91	17.04
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 34.25	22.43

TEAM0013-001 05/01/2010

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 25.84	9.85
GROUP 2.....	\$ 26.00	9.85
GROUP 3.....	\$ 25.99	9.85
GROUP 4.....	\$ 26.11	9.85
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 26.57	9.85

GROUP 2.....	\$ 26.73	9.85
GROUP 3.....	\$ 26.72	9.85
GROUP 4.....	\$ 26.84	9.85
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 28.93	9.85
GROUP 2.....	\$ 29.04	9.85
GROUP 3.....	\$ 29.08	9.85
GROUP 4.....	\$ 29.15	9.85
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 27.58	9.85
GROUP 2.....	\$ 27.69	9.85
GROUP 3.....	\$ 28.73	9.85
GROUP 4.....	\$ 27.80	9.85

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,
Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump
Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem
Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel
Trucks; Distributor Drivers and Operators; Tank Wagon,
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,
Speedace, Euclids and other similar equipment; A-Frame and
Derrick Trucks; Float or Low Boy

TEAM0056-001 05/01/2010

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....	\$ 26.27	9.85
GROUP 2.....	\$ 26.43	9.85
GROUP 3.....	\$ 26.42	9.85
GROUP 4.....	\$ 26.54	9.85

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.21	11.10
GROUP 2.....	\$ 28.64	11.10
GROUP 3.....	\$ 28.12	11.10

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2010

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.605	6.69+a+b+c+d
GROUP 2.....	\$ 28.805	6.69+a+b+c+d
GROUP 3.....	\$ 28.905	6.69+a+b+c+d

- a. PENSION: 5/1/2010 - \$156.20 per week.
5/1/2011 - \$168.70 per week.
5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks,

including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Exhibit 6
Notice and Instructions Regarding Unauthorized Alien Employment

**NOTICE AND INSTRUCTIONS TO BIDDERS, RECIPIENTS AND SUBRECIPIENTS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO
EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (I), 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 (e.g., City of St. Louis, Missouri) to a business entity, the business entity (Company) 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)]

The St. Louis Development Corporation acting on behalf of the Port Authority of the City of St. Louis, Missouri, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) - Effective January 1, 2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the employer and a valid copy of the signature page of the MOU completed and signed by the employer, the Social Security Administration and the Department of Homeland Security . *See attached sample*

- The City of St. Louis encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling E-Verify: (888)-464-4218 or by e-mail at: e-verify@dhs.gov . E-Verify must be used for new hires only. It cannot be used to verify the employment eligibility of current employees.

**ST. LOUIS DEVELOPMENT CORPORATION
ACTING ON BEHALF OF THE PORT AUTHORITY
OF THE CITY OF ST. LOUIS, MISSOURI**

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS AND AWARDS IN EXCESS OF \$5,000.00
EFFECTIVE 1/1/2009

STATE OF MISSOURI)
) ss.
CITY/COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the City/County of _____ ,
State of _____ , personally appeared _____ who is
_____ (Title) of _____ (Name of
company),(a corporation), (a partnership), (a sole proprietorship), (a limited liability company),
and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with
respect to the employees working in connection with the contracted services; and

(2) That said company does not knowingly employ any person who is an unauthorized
alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et
seq.

Documentation of participation in a federal work authorization program is attached to this
affidavit. (An example of acceptable documentation is the E-Verify Memorandum of
Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a
valid copy of the signature page completed and signed by the employer, the Social Security
Administration and the Department of Homeland Security.)

By: _____
Print Name: _____
Title: _____

Date: _____

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

Notary Public
Print Name: _____

My commission expires:

FEDERAL WORK AUTHORIZATION PROGRAM

What is E-Verify?

E-Verify is a free and simple to use Web-based system that electronically verifies the employment eligibility of newly hired employees.

E-Verify is a partnership between the Department of Homeland Security (DHS) and the Social Security Administration (SSA). U.S. Citizenship and Immigration Services (USCIS) oversees the program.

E-Verify works by allowing participating employers to electronically compare employee information taken from the Form I-9 (the paper-based employee eligibility verification form used for all new hires) against more than 425 million records in SSA's database and more than 60 million records in DHS immigration databases. Results are returned in seconds. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling E-Verify: (888)-464-4218 or by e-mail at: e-verify@dhs.gov.

How Do I Register

An employer's participation in E-Verify is voluntary and is currently free to employers.

Users may access the Web-based access methods using any Internet-capable Windows-based personal computer and a Web browser of Internet Explorer 5.5 or Netscape 4.7 or higher (with the exception of Netscape 7.0).

To participate, an employer must register online and accept the electronic **Memorandum of Understanding (MOU)** that details the responsibilities of SSA, DHS, and the employer.

If your company wants to participate in E-Verify, as an E-Verify user, designated agent, or corporate administrator, or if your company is interested in the Web-service access method, select the "E-Verify Registration" link under "Related Links" on the right side of this page.

Frequently Asked Questions

Q : Why should I consider participating in E-Verify?

E-Verify is currently the best means available for employers to electronically verify the employment eligibility of their newly hired employees. E-Verify virtually eliminates Social Security mismatch letters, improves the accuracy of wage and tax reporting, protects jobs for authorized U.S. workers, and helps U.S. employers maintain a legal workforce.

Q : How do I register for participation in E-Verify?

You can register for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you the employer, the SSA, and USCIS. An employee who has signatory authority for the employer can sign the MOU.

Q : I am an employer with multiple hiring sites. Can one site verify everyone? How?

Yes, one site may verify new hires at all sites. When registering, the individual at the site that will be verifying new hires should select "multiple site registration" and give the number of sites per states it will be verifying.

Q : I am an employer with multiple hiring sites. Does every site need to enroll in E-Verify?

No, you can choose which sites to enroll.

Q : What is the required timeframe for conducting an employment eligibility check on a newly hired employee?

The earliest the employer may initiate a query is after an individual accepts an offer of employment and after the employee and employer complete the Form I-9. The employer must initiate the query no later than the end of three business days after the new hire's actual start date.

An employer may initiate the query before a new hire's actual start date; however, it may not pre-screen applicants and may not delay training or an actual start date based upon a tentative non-confirmation or a delay in the receipt of a confirmation of

employment authorization. An employee should not face any adverse employment consequences based upon an employer's use of E-Verify unless a query results in a final non-confirmation. In addition, an employer cannot use an employment authorization response to speed up an employee's start date. This would be unfair treatment to use E-Verify results to accelerate employment for this employee compared to another who may have received a tentative non-confirmation.

For example, Company X always assigns a start-date to new employees that is two weeks after the employee has completed an approved drug test. After the employee has accepted a job with Company X and after the employee and Company X completes the Form I-9, the company can initiate the E-Verify query. However, the company cannot speed up or delay the employee's start date based upon the results of the query (unless the program issues a final non-confirmation, in which case the employee should not be further employed).

Employers must verify employees in a non-discriminatory manner and may not schedule the timing of queries based upon the new hire's national origin, citizenship status, race, or other characteristic that is prohibited by U.S. law.