



REQUEST FOR PROPOSAL

St Louis Public Schools – Specified Roof Replacements 2013
Multiple Locations
RFP PS 10A

Mandatory Pre-job Meeting

Date/Time: May 2, 2013 at 8:00AM

Location: Buildings & Grounds
3416 Cook St., St Louis, MO

Mandatory jobsite-walk meetings: May 2, 2013

Buildings & Grounds - 3416 Cook Ave.	8:00AM
Kottmeyer (Big Picture) 1532 S. Grand	9:30 AM
McKinley HS – 2156 Russell Blvd	11:00AM
Long MS – 5028 Morgan Ford Rd.	1:00 PM
Soldan HS – 918 Union Blvd.	2:00 PM
Ames VPA – 2900 Hadley Ave.	3:00 PM

Questions Due: May 7, 2013

Bid Due Date: May 9, 2013 by 12:00 Noon CST

Submitted to: Weatherproofing Technologies, Inc.
Attn: Ed Hausknecht, RRC, RRO, CDT
3735 Green Road
Beachwood, OH 44122
Phone: 803-802-2168
Fax: 866-441-3793
Email: ehausknecht@wtiservices.com

Proposals shall be faxed to the above number or an electronic copy (pdf) sent to the above email address with one (1) original sent to the above address.

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Section 1. Introduction and Announcement for Sealed Proposals

Introduction: Weatherproofing Technologies Inc. (WTI) and Tremco Inc. wish to contract with multiple firms to provide the Project *Specified Roof Replacements at Multiple St Louis Public Schools; Buildings and Grounds, Kottmeyer (Big Picture), McKinley HS, Long MS, Soldan HS, and Ames VPA*. The projects shall be completed over summer break, between May 28th and August 1st. A turn-key design will be utilized for these projects with WTI functioning as the General Contractor and awarding subcontracts per school to Tremco Certified Roofing Contractors.

Notice to Bidders:

Copies of this RFP #PS10A for school and project name (this "RFP") may be obtained from The District's website at www.slps.org under "Shortcuts", "Purchasing/RFP's", or from the Purchasing Department, St Louis Public Schools, 801 North 11th Street, St Louis, MO 63101

The District and WTI reserve the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District and WTI also reserve the right to negotiate with selected firms regarding pricing and fee structures. All information included in a Proposal may be incorporated into the contract to be entered between WTI and the successful bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Section 2, Not Used

Section 3, Instructions to Bidders

Form of submission: All proposals shall be submitted on the WTI Cost Proposal Form and notarized. Each school shall be proposed on an individual basis using the respective cost proposal form. Cost proposal forms for each school will be available with the specification for that school at the e-builder web site.

<https://app.e-builder.net/da2/Documents/Explorer.aspx?PortalID={3e4e516f-d55d-4d48-b3b3-ff8c18627e4b}>

3.1 Submit proposals via fax to 866-441-3793 or an electronic copy (pdf) sent to ehausknecht@wtiservices.com with one (1) original sent to:

Weatherproofing Technologies, Inc.
Attn: Ed Hausknecht, RRC, RRO, CDT
Registered Roof Consultant
3735 Green Road
Beachwood, OH 44122

3.2 Manner of Submission: Proposals must be completed as requested including all signatures, unit costs and notarized. Failure to do so is reason for rejection. If Bidder is a corporate entity, the entity's name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.

3.3 Format of Proposal: Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.

3.4 Questions about this RFP:

All questions about this RFP shall be made electronically via e-mail in writing and directed to Ed Hausknecht at ehausknecht@wtiservices.com. The subject of the e-mail shall be "QUESTION -RFP# PS10A". Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed on the first page above shall not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed at the Bidder's Conference (as hereinafter defined) at the date and time set forth on the first page and will be handled pursuant to Section 4. Answers to all properly submitted written questions will be posted on the District's website at www.SLPS.org as addenda no later than three (3) business days prior to the Proposal Due Date.

3.5 The District and WTI may revise this RFP by issuing written addenda. Addenda will be posted to the District's website at www.SLPS.org under "Shortcuts", "Purchasing / RFPs" and on the WTI e-builder website. Interested persons or entities are encouraged to check the District's and/or WTI's e-builder website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District and WTI have no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.

3.6 All proposal selections must be approved by WTI prior to an award being final. Awards will be made to the lowest responsible bidder complying with the terms of the specifications, except that the right is reserved by WTI to make such a selection, as in its judgment, is best suited for the purpose intended. Notwithstanding any contained herein to the contrary, a contract shall not exist between WTI and the selected bidder until such agreement has been duly authorized and approved by WTI. If the lowest responsible bidder is not an approved Tremco applicator, the contractor must begin the process of applying for authorization, supplying financial records for review and supplying a list of similar construction for review and inspection. Please contact Larry Ford at 314-808-0517.

3.7 WTI reserves the right to accept or reject any Proposal or any part of any Proposal.

3.8 Not Used

3.9 The awarded contractor(s) shall enter into a subcontract agreement with WTI; a sample subcontract agreement is attached as Attachment O.

3.10 WTI in cooperation with The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.

3.11 BOND - A Bid Bond or Certified Check made payable to the Weatherproofing Technologies Inc, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the bidder, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to WTI and that meets the following minimum standards:

- Licensed pursuant to the Missouri Insurance Code
- Listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000,000.
- The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
- The Bid Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
- All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder's rating of "A-" or better and a Financial size category of Class VII or larger.

3.12 Bidders shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes do not apply to the District and these projects. A tax exempt certificate will be provided to the awarded contractor(s)

3.13 In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has therefore contracted to furnish the articles required under his contract with WTI, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.

3.14 Not Used

3.15 Bidders are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.

3.16 Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to

Weatherproofing Technologies, Inc.
Attn: Ed Hausknecht, RRC, RRO, CDT
3735 Green Road
Beachwood, OH 44122

Section 4 – Bidder’s Conference

4.1 Interested persons or entities must attend the mandatory pre-submittal bidder’s conference (the “Bidder’s Conference”). Attendance is mandatory for responding to this RFP. At the Bidder’s Conference, a representative from WTI will be available to answer questions properly submitted in writing pursuant to the process set forth in Section 3.4 above. Meeting minutes will be taken during the question and answer portion of the Bidder’s Conference and posted on the website as an addendum to the RFP pursuant to Section 3.4.

4.2 Please RSVP via email Ed Hausknecht via e-mail to ehausknecht@wtiservices.com on or before May 1, 2013 if you plan to attend the bidder’s conference for this RFP. The subject of the e-mail shall be “BIDDER’S CONFERENCE RSVP – RFP# PS10A”.

4.3 No communication shall be made with any District employee; all communication shall be thru Ed Hausknecht, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. The Proposal

5.1 The Scope of Services for this RFP is set forth in Attachment A.

5.2 Part 1 – This provision is not required if your company is an approved Tremco Certified Applicator.

Part I – Qualifications/Certifications/Resume and Operations Plan with Technical Proposal The following information should be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications” – This provision is not required if your company is an approved Tremco Certified Applicator.

5.2.1 Bidders should provide detailed information addressing each of the following areas:

5.2.1.1 Licensing and certification in the field of the requested services;

5.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;

5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

5.2.2 Please respond briefly, but completely, to the following:

- 5.2.2.1 Person/Entity Name
- 5.2.2.2 Address
- 5.2.2.3 Name and Title of Authorized Representative
- 5.2.2.4 Telephone Number
- 5.2.2.5 Fax Number
- 5.2.2.6 Email Address
- 5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal
- 5.2.3 Bid Response Elements
 - 5.2.3.1 Entity Qualifications
 - 5.2.3.2 References (other school districts where possible)
 - 5.2.3.3 Brief description of entity's experience with providing the requested services
 - 5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)
 - 5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part 2 – WTI Cost Proposal form (Attachment B)

5.4 Part 3 –

The following information should be provided in Part III of the Proposal. The Proposal should be clearly marked: "Part III – Required Documents"

- 5.4.1 Attachment B – Cost / Pricing Proposal
- 5.4.2 Attachment C - Federal Work Authorization Program Addendum and Affidavit
- 5.4.3 Attachment D -Bidder Affirmation Form
- 5.4.4 Attachment E -Bidder Checklist
- 5.4.5 Attachment G – Non Discrimination Employment Forms
- 5.4.6 Statement of M/WBE Participation
- 5.4.7 Good Faith Efforts Report
- 5.4.8 Good Faith Efforts Statement
- 5.4.9 Bid Bond
- 5.4.10 List of Materials & Equipment Form
- 5.4.11 Construction Schedule
- 5.4.12 Complete listing of all proposed Sub-Contractors and suppliers
- 5.4.13 Listing of proposed Project Team Members and Qualifications (particularly the Design Engineer(s) and Project Manager(s) that will be assigned to the project(s).

Section 6 – Evaluation

6.1 Evaluation Criteria -The following criteria will be used with the weighted values below to evaluate each Proposal received. WTI reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Evaluation Criteria Points

Total Price and Cost Effectiveness of Proposal 40
M/WBE Participation 30

Prior working relationship with WTI 20
Vendor's Experience and Demonstrated Expertise 10

6.2 There will be no public opening; all proposals received by WTI shall become property of WTI

6.3 Evaluation – Proposals will be reviewed and evaluated by WTI, contractors may be contacted to review their submittal.

6.4 Contracting – Upon selection of a subcontractor, WTI will provide a subcontract agreement to that entity.

7. Minority Participation

(See Attachment G for further information and District forms)

7.1 It is the policy of the District to pursue the goal of at least 40% Minority Business Enterprise (MBE) and 5% Women's Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women's business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District also has a goal of 40% M/WBE field participation. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

7.1.1 Outreach – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.

7.1.2 Good Faith Effort – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply. Two forms in Attachment G must be filled out and submitted with the proposal. They are:

- Contractor's Good Faith Efforts Statement
- Contractors Good Faith Efforts Report

7.1.3 Identification and Recruitment – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.

7.1.4 Monitoring and Reporting – A commitment to measure and report anticipated and actual MBE/WBE participation. (Monthly M/WBE Manpower Utilization Report – see Attachment G)

7.2 Discrimination in Employment by the Special Administrative Board

7.2.1 During the performance of the contract, the SELECTED BIDDER agrees as follows:

7.2.1.1 The SELECTED BIDDER will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED BIDDER will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.2 The SELECTED BIDDER will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED BIDDER; state that all qualified applications will

receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.3 The SELECTED BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Bidder's commitment under contracts with the District.

7.2.1.4 The SELECTED BIDDER will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED BIDDER fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.2.1.5 The SELECTED Bidder's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED BIDDER may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Division of Purchasing and Material Management

Online: For MBE's: <http://www.oa.mo.gov/>
For WBE's: <http://www.oa.mo.gov/>
Phone: (573) 715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: <http://www.mwdbe.org/>
Phone: (314) 551-5000

St. Louis Minority Business Council

Online: <http://www.slmbc.org/>
Phone: (314) 241-1143

7.3.2 See Attachment G for further information and District forms.

8. Reservations/Stipulations

8.1 WTI reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and

to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.

8.2 This RFP does not obligate WTI or The District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.

8.3 WTI may give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.

8.4 Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Bidders wish to have treated as proprietary and confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.

8.5 Bidders acknowledge and agree, by submitting a Proposal, that:

8.5.1 Once a Bidder is selected for the engagement, all electronic, written and printed materials developed by such Bidder as a result of this engagement shall become the property of WTI, and WTI shall be entitled to use any and all such materials in any way desired by WTI, in its sole and unfettered discretion.

8.5.2 Not required by Tremco Certified Applicators

a) The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.

8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Bidders further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.

8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Bidders also accept the responsibility to review and understand all

applicable policies of the District, which may be found on the District's website www.slps.org under "Shortcuts", "Board Policies".

8.5.5 WTI, and any consultants retained by WTI, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorize the release to WTI and/or the WTI consultants of any and all information sought in such inquiry or investigation.

8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening, directly or indirectly, to any other Bidder or competitor; and C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.

8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.

8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.

8.5.9 It does not do business as or operate under any fictitious name.

8.5.10 It has only presented one Proposal in response to this RFP.

8.5.11 The Proposal is made in good faith.

8.5.12 It's affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.

8.5.13 It's affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.

8.5.14 It's affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.

8.6 Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for WTI to remove respondents from competition for selection at any time.

8.7 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or District or WTI and any other party. WTI reserves the right to determine the materiality of such

relationships, when discovered or disclosed, whether intended or not. WTI also reserves the right to decide in its sole and absolute discretion whether disqualification of the Bidder and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the WTI. In the event that WTI disqualifies a Bidder based on such an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, WTI reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of these specifications.

8.8 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY")

Pursuant to Missouri Revised Statute 285.530, all Bidders awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Bidder must affirm the same through sworn affidavit and provisions of documentation, and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

Attachment A – Scopes of Work

1. All work on site is to be performed safely in accordance with all OSHA standards. It is the responsibility of this contractor to enforce its safety program.
2. No contractor will be allowed to operate in an unsafe manner. Any designated Saint Louis Public School District Representative and/or WTI Construction Manager Representative shall stop any work activity by contractor employees that presents a serious safety hazard. Any costs incurred as a result of non-compliance will be borne by the contractor. Repeated non-compliance may result in the removal of employees from the project. Continual non-compliance may result in contract termination.
3. The school district has a ZERO tolerance of sexual harassment of its contractors in any form and requires that all contractors avoid all offensive or inappropriate sexually harassing behavior. The school district prohibits the following towards, students, staff and visitors; unwelcome sexual advances; request for sexual favors, verbal or physical conduct of a sexual nature, unwelcomed verbal or physical conduct that creates an intimidating, hostile or offensive environment for the school districts staff, students and visitors. Any person in violation will be immediately removed from the jobsite.
4. All contractor employees will be required to provide the School District's Construction Manager, a background check that identifies at a minimum, persons under suspicion of, charged with, or convicted of child abuse, or sex offender relate offenses and fingerprinting. Employees whose background reports indicate such activity shall not be allowed on school premises. The cost of securing criminal background checks shall be borne by each respective contractor or subcontractor affected by this specification. **The contractor must furnish this background report to the Construction Manager prior to being admitted to the school premises.**
5. The awarded subcontractor(s) will be required to submit drug testing results for all employees and subcontractors working onsite within the past six months. These projects prohibit the unlawful possession, use or distribution of controlled substances and alcohol and prohibit employees and employees of subcontractors from being under the influence of such controlled substances or alcohol on the jobsite. This contractor shall provide drug testing of its employees and employees of its subcontractors on a pre-employment, post accident or for cause basis. All drug negative testing results will be required before an employee or an employee of a subcontractor can perform any work onsite. The minimum screenings are as follows; **Drug Description** ; Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolite, Marijuana Metabolites, Methadone, Methaqualone, Opiates, Phencyclidine (PCP), Propoxphene, Alcohol.
6. All contractors and their subcontractors must abide by the Saint Louis Public School District's discrimination policy for the duration of this project.
7. Contractors will be allowed to place the following maximum percentages of mark-up for profit and overhead for extra work performed; **Labor (10%), Material (10%), Subcontract (5%) and**

Equipment (5%). Unit rates and hourly rates, if requested, should include the noted percentages as part of the hourly or unit rate.

8. Contractors must submit for approval a site logistics plan that outline exit paths from the building in case of an emergency, material storage and lay down area, dumpster location, proposed contractor parking, etc.

9. All work not completed during the allowed time frame must complete the work afterhours and/or weekends or whenever students are not on facility grounds.

10. During construction, each subcontractor must direct all correspondence to the WTI Construction Manager or WTI Project Manager for distribution to the school district.

11. Each Contractor is responsible for reviewing the Project Schedule for timing of delivery of equipment and materials to the jobsites. This includes accounting for material escalation costs associated with material to be installed as well as potential labor rate increases.

12. Consumption of alcohol on this site will not be permitted. The District and/or WTI reserve the right to remove anyone from this site for consumption of alcohol.

13. No smoking or tobacco products will be allowed on school property. The District and/or WTI reserve the right to remove anyone from this site for smoking on school property. Reference Attachment K for district policy.

14. Firearms are not permitted on the school district's property.

15. The subcontractor shall be represented at the site by a competent full-time superintendent/foreman or other person empowered to act on behalf of the subcontractor from beginning of the work until acceptance unless otherwise instructed by The District or WTI

16. WTI shall submit a Daily Manpower Report in PROLOG to the Construction Manager. This report shall include a brief description of the subcontractor's activities for the day and a manpower count for both the subcontractor and any Sub-subcontractors which highlight sex and race of all workers.

17. Each subcontractor may submit to the WTI Construction Manager each month a requisition for payment on a pre-approved schedule of values. This requisition shall be incorporated into an AIA document G702 and G703 form. The pay request shall also include a certified payroll for all workers onsite. The certified payroll must include the worker name, address, sex and race. Also, partial/final lien waivers must be submitted as required.

18. Subcontractor(s) shall submit for approval a method for identifying their workers working onsite that have been approved by the school district to work onsite. Approved workers include workers that have submitted a complete and approved background check and a negative drug test.

19. Specifications shall be downloaded from the e-builder site for complete project information.

INTRUCTIONS TO DOWNLOAD FILES VIA e-BUILDER

- 1) Click on the following link (NOTE: if error message appears, typing the following address in usually corrects this issue)

<https://app.e-builder.net/da2/Documents/Explorer.aspx?PortalID={3e4e516f-d55d-4d48-b3b3-ff8c18627e4b}>

- 2) Complete the “register” side with appropriate information and open subsequent email
- 3) Click on the link provided in the email and fill-in appropriate info on the “Login” side
- 4) Click on the appropriate folder to view files needed.
- 5) Either select the download button under each file needed or select multiple check boxes and select the download button in the upper right hand corner

Brief Scope of Work and approximate size by site:

Buildings and Grounds

3416 Cook Ave.

Roof D

Tear off and replace approximately 4,560 square feet and replace with an insulated multi-ply built up roof assembly and associated flashings

Kottmeyer (Big Picture HS)

1532 S. Grand

Roof D

Tear off and replace approximately 10,140 square feet, replace with an insulated multi-ply built up roof assembly and associated flashings

McKinley HS

2156 Russell Blvd.

Roof E, Roof F1, F2 and F3

Tear off and replace Roofs E, F1 and F3, approximately 6,020 and restore F2 approximately 600 square feet. Replacements will be an insulated TPA roof assembly and associated flashings, the restoration shall be fluid applied reinforced system

Long MS

5028 Morgan Ford Rd

Gymnasium Roof

Tear off and replace approximately 5,200 square feet and replace with an insulated multi-ply built up roof assembly and associated flashings

Soldan HS

918 Union Blvd.

Roof D

Tear off and replace approximately 5,900 square feet, replace with an insulated multi-ply built up roof assembly and associated flashings

Ames VPA

2900 Hadley Ave.

Roof B C & D

Tear off and replace approximately 26,080 square feet and replace with an insulated TPA membrane roof assembly and associated flashings

Direct Proposals to: Weatherproofing Technologies, Inc.
 Attn: Ed Hausknecht
 3735 Green Road
 Beachwood, OH 44122
 Phone: 216-577-1915
 Fax: 866-441-3793
 Email: ehausknecht@wtiservices.com

Submission of this form acknowledges receipt and acceptance of:

1. All standard Tremco details and specifications.
2. Davis Bacon Wage Rates if applicable.
3. Project specific specifications, drawings, and details.

Submit with this Cost proposal:

1. Tremco Materials list with all quantities, units, and extensions.
2. A sample certificate of insurance listing Tremco, Weatherproofing Technologies Incorporated and project name listed as additional insured.

Awarded subcontractor will provide:

1. Site Specific Safety Plan and OSHA 300 log.
2. Equipment list and selected Waste Hauler's License (State or Local).
3. Bond and Certificate of Insurance.
4. All licenses and permits.
5. Other than Small Businesses will be **Required** to submit a subcontracting plan if your bid exceeds \$1,000,000.00

Contractor Name Address:		Date:	
Telephone:			
Fax:			
Contact Person:			
Contact Persons Cell Phone:			
Contact Persons Email:			
Project Name:	SAMPLE		
Address (City, State, Zip):			
Cost Proposal Due Date:			
Tremco Representative:			
Notification Number:			

Tremco Representative:

Notification Number:

RFP-PS10C

It is Weatherproofing Technologies Incorporated's policy that any Tremco Approved / Certified / Elite contractor may submit a cost proposal on any WTI project.

CONTRACTOR'S NAME: _____

The following information is required in considering your proposal for this project.

Does your proposal comply with Tremco's standard published application procedures? _____

Does your proposal comply with Tremco's standard published details? _____

Is your proposal based upon Tremco's standard application procedures and details? _____

Is your proposal based upon WTI's Standard Sub-Contractor Agreement? _____

Is your proposal based upon WTI's General Conditions? _____

Name of Bonding Company _____

Check all that apply to your company

___ Small Disadvantaged Business (SDB)

___ Veteran Owned (VOB)

___ Socially and Economically Disadvantaged (8a)

___ Service Disabled Veteran Owned Business (SDVOB)

___ Women Owned (WOB)

___ HUBzone

___ Vietnam Veteran Business (VVOB)

___ Small Business

___ Large Corporation (None of the above)

Utilization of Minority and Women Business Enterprises

Please indicate the amount (in percentages) below:

_____ % of Contract to Minority Owned Businesses

_____ % of Contract to Female Owned Businesses

_____ % of Field Employment to Minorities and/or Female

CONTRACTOR'S NAME: _____

The project square footage is: _____ # of areas _____ # of levels _____

Total Working Days: _____ Specified Start Date: _____
Is your work week based on working 4 – 10 hour days or 5 – 8 hour days? _____

PROPOSED PRICE

Labor (Including Overhead and Profit)	\$ _____
Non-Tremco Material (Attach material list)	\$ _____
Equipment Charges – special or rented <small>(Itemize equipment and costs below)</small>	\$ _____
Cost of Performance Bond – Required	\$ _____
<u>TOTAL COST PROPOSAL (LUMP SUM)</u>	\$ _____

PRODUCTION BREAKDOWN

Project Mobilization/Safety Installation	_____ (non-weather days)
Tear off, Insulation and Membrane Installation	_____ (non-weather days)
Flashing	_____ (non-weather days)
Metal Work	_____ (non-weather days)
Demobilization and project clean up	_____ (non-weather days)
Specify Other Operations:	
_____	_____ (non-weather days)
_____	_____ (non-weather days)

CONTRACTOR'S NAME: _____

Please list any special equipment and the days it will be in use on site (fork lift, crane, etc.):

Crew Size Needed to Perform Work within Timeframe: _____

# Foremen on job: _____	Man Rate: \$ _____ /hour
# Roofers on job: _____	Man Rate: \$ _____ /hour
# Labor on job: _____	Man Rate: \$ _____ /hour
# Metal men job: _____	Man Rate: \$ _____ /hour
# _____ on job: _____	Man Rate: \$ _____ /hour
# _____ on job: _____	Man Rate: \$ _____ /hour

QUOTE UNIT PRICES FOR ADDITIONAL WORK BEYOND THE SCOPE OF THE
SPECIFICATIONS
FILL ALL PRICES THAT APPLY - REQUIRED

Deck Replacement (Tectum III)	\$ _____ per 100 Sq. Ft.
Deck Repair (Tectum III)	\$ _____ per Sq. Ft.
Deck Repair (Light Weight Concrete)	\$ _____ per Sq. Ft.
Additional Insulation Replacement	\$ <u> N/A </u> per Sq. Ft.
Coping Replacement	\$ <u> N/A </u> per Linear Ft.
2 by 6 Wood Blocking Replacement	\$ _____ per Linear Ft.
Installation of New Drains (no service connection)	\$ _____ per Drain
Installation of New Drains (with service connection)	\$ _____ per Drain
Drain Repair	\$ _____ per Drain
Drain Replacement	\$ _____ per Drain
Lowering Drains	\$ _____ per Drain
Drain Flashing Collar	\$ _____ per Collar
Other _____	\$ _____ per _____
Other _____	\$ _____ per _____
Other _____	\$ _____ per _____

CONTRACTOR'S NAME: _____

PROPOSAL GUARANTEE

I certify that I have reviewed and understand Cost Proposal Materials in their entirety including specifications, Subcontractor Agreement, and Insurance requirements and have reflected this in submitted costs.

Roofing Contractor Name: _____

Roofing Contractor Representative Name/Title: _____

Roofing Contractor Representative Signature: _____

Date: _____

Witness Name: _____

Witness Signature: _____

State of _____, County of _____ On this _____ day of _____ 200__ before me personally known who did depose and say that he _____ of _____, the Corporation/Partnership/Individual described in and which executed the foregoing instrument and that such instrument is duly on behalf of _____.

Notary Public

CONTRACTOR'S NAME: _____

NON - TREMCO MATERIALS

Item	Unit	Qty	Unit/Price	Total
TOTAL				

NOTES: _____

CONTRACTOR'S NAME: _____

TREMCO MATERIALS

CODE	DESCRIPTION	UOM	QUANTITY
008155B601	BURMASTIC GLASS PLY 2 SQ./33 LB T2GB	ROL	
032024 502	DISC 2" STEEL - 1,000/CASE	CS	
032000 502	FASTENER 1211 LINE 1-5/8"SCREW- 1000/CASE	CS	
305550550	1/2 INCH TREMCO-TEMPLE HD FIBERBOARD	SQ	
108700 601	BURMASTIC COMPOSITE PLY ROLL- HT	ROL	
014204 503	POWERPLY IV PLY 20 ROLLS/PALLET TG4	ROL	
036STDPLFR601	POWERPLY STANDARD PLUS FR- WHITE GRANULE	ROL	
372004 501	PREMIUM IV ASPHALT CARTON	CS	
004140G503	BURMESH 6 X 300' ROLL-US MFG	ROL	
360604 805	ELS 5 GL.	GAL	
046918 660	TREMFLASH TAPE 1/8" X 1" 600FT/CS	CS	
022053 805	TREMPRIME WB - 5 GL.	GAL	
352561 805	ONE COAT ALUMINUM 5 GL.	GAL	
009190 501	TREMTRED WALKWAY PANEL 3' x 4'	EA	
271171 817	VULKEM PRIMER #171	QT	
876151 309	TREMSEAL D ALUM, 30CTGS/CS LV	CS	
344801 805	WALLTITE F - MASONRY PRIMER 5 GL	GAL	
34487000 805	WALLTITE F - 5 GL	GAL	
	040 MILL FINISH Aluminum 48" by 120"	EA	
TOTAL			

NOTES: _____

Insurance Limits

WEATHERPROOFING TECHNOLOGIES, INC.

SUBCONTRACTOR INSURANCE AND INDEMNIFICATION REQUIREMENTS

A certificate of insurance shall be issued to Weatherproofing Technologies, Inc. (sometimes hereinafter called Contractor or WTI) and be received no later than ten (10) days prior to Subcontractor beginning Work. Subcontractor shall provide and maintain insurance with companies and carriers acceptable to Contractor in amounts required by Contractor under the Contract Documents, but not less than the minimum Subcontractor insurance coverages and endorsements, as follows:

<u>Coverages</u>	<u>Minimum Limits</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000 per occurrence
C. General Liability	Comprehensive General Liability totaling \$3,000,000 per occurrence, with a \$5,000,000 annual aggregate, and deductible of no more than \$5,000.
D. Umbrella or Excess Liability	\$5,000,000 per occurrence and \$5,000,000 annual aggregate
Coverage must include:	
<ul style="list-style-type: none">• Premises-Operations• Product and Completed Operations• Broad Form Contractual• Independent Contractor and Subcontractor• Builders Risk Liability	
E. Automobile Liability	Any combination of Automobile Liability and Umbrella Liability totaling \$1,000,000 combined single limit per occurrence. In addition, the Automobile Liability cannot have a deductible greater than \$5,000.
Coverage must include:	
<ul style="list-style-type: none">• Owned vehicles• Hired vehicles	

- Non-owner vehicles

All coverages on these policies shall be primary, with no deductibles, copayments or similar provisions requiring payment or contribution of any named or additional insured in excess of \$10,000 and shall name Weatherproofing Technologies, Inc., Tremco Incorporated and Owner as additional insured under all coverages, other than workers' compensation.

All rights of subrogation against Contractor and against Tremco Incorporated, Weatherproofing Technologies, Inc, and their respective agents, employees, subsidiary or affiliate companies arising in connection with the Work or this Agreement are hereby waived.

The certificate shall contain a statement to the effect that: "No exclusions apply to the general liability coverage for damages to property in the care, custody or control of the insured except the basic exclusions contained in the standard I.S.O. comprehensive general liability policy."

Before commencing the Work, Subcontractor shall furnish Contractor a certificate from his insurance companies with an endorsement showing that the above insurance is in force, stating policy numbers, effective dates, expiration dates and limits of liability thereunder. All policies providing the above insurance shall be endorsed to provide that the insurance company shall notify Tremco and WTI, in writing, thirty (30) days prior to any cancellation, expiration or material change in the above insurance. Subcontractor agrees that nothing contained in this paragraph shall limit or release Subcontractor from any obligation otherwise provided for in this Agreement, including assumption of liabilities and indemnification to Contractor.

If Subcontractor fails to procure and maintain at least the above insurance with the minimum limits of liability shown, Contractor shall have the right to procure and maintain the said insurance for and in the name of the said Subcontractor, and Subcontractor shall pay those costs thereof and shall furnish all necessary information to make effective and maintain such insurance. Furthermore, any payments advanced by Contractor on behalf of Subcontractor to procure and maintain such insurance may, at the option of Contractor, be deducted from any monies owing said Subcontractor.

The attached Certificate, and the above provisions, have been examined and agreed to by each of the insurance companies listed as affording the coverages required hereunder.

(Authorized Insurance Agent)

(Date)

(Authorized Subcontractor Representative)

(Date)

Instructions to Submitter

- 1) Submitter is responsible for all conditions of this document.
- 2) Submitter is responsible for meeting all local, state, and governmental requirements.
- 3) All applications shall meet Tremco's latest published requirements.
- 4) All Non-Tremco materials shall meet Tremco's minimum requirements and be listed on Tremco's list of approved materials.
- 5) All submitters must be licensed (if applicable) to perform work in the location of the project.
- 6) All applicable items on the Cost Proposal Form must be filled in. If item is not applicable fill in N/A.
- 7) Should the project involve asbestos, submitter must be licensed to handle and dispose of asbestos, or identify any subcontractor they may utilize for that work.
- 8) Unless pre-approved by WTI, no work may be subcontracted, and submitter acknowledges all work to be performed by submitter's employees.
- 9) Submitter's Cost Proposal must include the cost of a performance bond.

F. STATEMENT OF MBE/WBE PARTICIPATION

All contractors submitting a bid must complete and sign the minority contractor's good faith effort form. Failure to do so is cause of rejection of this bid.

MBE/WBE Percentage included in Base Bid: Percent (_____%)

Name, Address, & Telephone _____

WBE/MBE _____

Work Covered _____

Dollar Amount of MBE/WBE Firm Participation

(List any additional on additional sheets as necessary)

OPPORTUNITY for ADDITIONAL MBE/WBE Participation

List below any additional MBE/WBE opportunities not included in the above bid amounts and the cost change to include these opportunities:

\$ _____ DOLLARS

(\$ _____) Add/Deduct

\$ _____ DOLLARS

(\$ _____) Add/Deduct

\$ _____ DOLLARS

(\$ _____) Add/Deduct

G. LISTING OF MAJOR SUBCONTRACTORS & VENDORS

All subcontractors to be utilized in the performance of the scope of work anticipated by this bid must be listed below. The Bidder hereby certifies that the following proposed Subcontractors will be used in the performance of the work. (Additional sheets may be attached)

NAME OF SUBCONTRACTOR and WORK TO BE PERFORMED VENDOR MATERIAL OR
EQUIPMENT SUPPLIED

ATTACMENT C

E-Verify AGREEMENT

[Name of Vendor]:

- a) Agrees to have an authorized person execute the "Federal Work Authorization Program Affidavit" attached hereto and deliver the same to WTI and The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) ("District") prior to or contemporaneously with the execution of a contract with the District and WTI;
- b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District and WTI;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District and WTI;
- d) Affirms you will notify the District and WTI if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District and WTI prior to or contemporaneously with the execution of its contract with the District and WTI (or at any time thereafter upon request by the District and WTI), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District and WTI.

By: _____
(Signature)

(Date)

Printed Name and Title:

For and on behalf of:
(Company Name)

CONTRACTORS GOOD FAITH EFFORT REPORT

PROJECT: St Louis Public School Roof Replacements

SUBCONTRACTOR: _____

BID PACKAGE NO.: RFP PS 100E

BID PROPOSAL AMOUNT: _____

PART I: (COMPLETE IF BIDDER IS AN MBE SUBCONTRACTOR/SUPPLIER; SIGN BELOW)

1. THIS BID PROPOSAL HAS BEEN SUBMITTED BY (CHECK ONE)

_____ A MINORITY BUSINESS ENTERPRISE

_____ A WOMAN BUSINESS ENTERPRISE

2. BIDDER IS A MBE OR WBE FIRM CERTIFIED BY (CHECK ONE)

_____ Saint Louis Lambert Airport Authority _____ Saint Louis Minority Business Council

_____ Missouri Department of Transportation _____ Illinois Department of Transportation

_____ BiState Transit Authority dba METRO _____ Saint Louis Development Corporation

PART II: (COMPLETE IF BIDDER IS NOT AN M/WBE SUBCONTRACTOR/SUPPLIER; SIGN BELOW)

NAME OF MBE SUBCONTRACTOR	MWBE	TYPE OF WORK	BID AMOUNT	AMOUNT APPLICABLE TO GOAL

TOTAL: _____

MBE Participation _____%

WBE Participation _____%

Anticipated MWBE workforce _____%

The Undersigned certifies that it is an M/WBE firm or will entire a formal agreement with MBE contractors for work identified above conditioned upon award of a sub-contract agreement.

CONTRACTOR: _____

BY: _____

DATE: _____

CONTRACTORS GOOD FAITH EFFORT STATEMENT

CONTRACTOR: _____

BY: _____

DATE: _____

ATTACHMENT C
AGREEMENT

[Name of Vendor]: _____

- a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (“District”) via WTI prior to or contemporaneously with the execution of a contract with WTI;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to WTI;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to WTI;
- d) Affirms you will notify WTI if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to WTI prior to or contemporaneously with the execution of its contract with WTI (or at any time thereafter upon request by the District or WTI), by providing to the District via WTI an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with WTI.

By: _____
(Signature)

Printed Name and Title: _____

For and on behalf of: _____
(Company Name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- 1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- 2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
- 3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, WTI, to the extent allowed by E-Verify.
- 4. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, WTI.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

(STATE OF MISSOURI)

COUNTY OF _____)

On this ___ day of _____, 20___, before me, _____, a Notary Public in and for such County and State, personally appeared _____ of _____, known to me to be the person who executed the affidavit on behalf of said _____ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this ___ day of _____, 20___.

Notary Public My commission expires on: _____

ATTACHMENT D BIDDER AFFIRMATION FORM

RFP TITLE: Specified Roof Replacements 201H
RFP #: PS#10CE

NAME OF BIDDER: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP#PS#10. Project name, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Bidder's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the bidder in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

If notified in writing by mail or delivery of the acceptance of these documents, the undersigned agrees to furnish and deliver to WTI within three (3) days, proof of liability insurance.

WTI shall provide the Bidder with a subcontract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title _____

Print Name	Signature	Date
------------	-----------	------

Address _____

() _____	() _____	_____
Business Telephone Number	Facsimile	E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

ATTACHMENT E BIDDER CHECKLIST

Specified Roof Replacements 201H
RFP PS#100E

- Submitted all information as requested.

- Received _____ number of addendum(s).

- Submitted one (1) original, and one (1) electronic Proposal.

- Signed Federal Work Authorization Program Agreement.

- Signed and notarized Federal Work Authorization Program agreement and affidavit

- Signed Bidder Affirmation Form (by an authorized official of the company where appropriate).

- Signed and dated Cost Proposal.

- No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive

- Prepared to provide the insurance required.

- Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri)

- Submitted state tax identification number. _____

- Bid Bond attached

- MBE/WBE Check-off Sheet

Signature of Authorized Official Date

Company Name

**ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM**

RFP TITLE: Specified Roof Replacements 201H
RFP #: PS#100E

NOTE TO BIDDER: If your company's response is a "non-submittal", the District and WTI is very interested in the reason for such response since the District and WTI desire to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- () Unable to meet the requirements for this project
- () Unable to meet the time frame established for start and/or completion of the project
- () Received too late to reply Received on _____
- () Please remove our company's name from receiving similar type solicitations
- () Other:

Your response will be given careful consideration, and included in the contract file. Your input will assist the District and WTI in determining changes necessary to increase participation and competition.

Authorized Signature	Title	Date
----------------------	-------	------

Name of Company / Consultant

Business Telephone Number	Facsimile
---------------------------	-----------

E-Mail Address

ATTACHMENT G
Non-Discrimination in Employment by Board of Education Contractors And Subcontractors

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, religion, sex or national origin. The Contractor will take affirmative action to ensure that all applicants are employed without regard to their race, age, handicap, religion, sex, or national origin.
2. The Contractor will, in all solicitation or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor union or worker's representative of the Contractor's commitments under contracts with the Board of Education.
4. The Contractor will maintain and, upon request, make available to The Board of Education, all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the Contractor fails or refuses to make such records available, this contract may be cancelled, terminated or suspended in whole or in part by the Board of Education and the Contractor may be declared ineligible for further Board of Education contracts or such other sanctions as the Board deems appropriate.
5. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract, this contract may be cancelled, terminated or suspended in whole or in part by the Board of Education and the Contractor may be declared ineligible for further Board of Education contracts or such other sanctions as the Board deems appropriate.
6. The contractor will include the provision of Paragraph 1 through 5 in every subcontract or purchase order unless specifically exempted by the Board so that such provisions will be binding on each subcontractor or vendor.

UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES

The Board of Education of the City of St. Louis is committed to providing minority and women-owned business enterprises (“M/WBE”) with an equal opportunity to do business with the St. Louis Public School System.

The Board of Education has adopted the following goals to address equitable M/WBE involvement in its Capital Improvements Programs:

40% of Contracts to Minority Owned Businesses

5% of Contracts to Female Owned Businesses

40% of Field Employment to Minorities and/or Females

The achievement by bidders of the M/WBE participation goals and/or submission of documentation of efforts to obtain M/WBE participation will be a consideration in the award of a contract.

I. DETERMINATION OF M/WBE PARTICIPATION

A. The total dollar value of the contract or subcontract awarded or to be awarded to a certified M/WBE is counted toward achieving the goal. In order to qualify for consideration as a M/WBE firm, a firm must be certified by one of the following:

SLDC - St. Louis Development Corporation

MoDOT -Missouri Highway Department of Transportation

IDOT -Illinois Department of Transportation Metro –

Bi-State Development Agency

WTI then will make its own determination which shall be final as to M/WBE certification of a firm.

B. The portion of the total dollar value of a contract awarded to a joint Venture shall be equal to the percentage of the ownership of the M/WBE in the joint venture is counted toward the goal.

However, this percentage will only apply for non-subcontracted work.

For a joint venture involving an M/WBE firm and a non-M/WBE general contractor, the general contractor may count towards the MBE/WBE goals only the M/WBE percentage of the non-subcontracted work to be directly self-performed by the joint venture.

C. Twenty percent (20%) of expenditures for materials and supplies obtained from an M/WBE supplier and one hundred percent (100%) of such expenditures from an M/WBE manufacturer or dealer certified as such by SLDC are counted toward the goal.

II. BIDDING PROCEDURE

A. Bidder shall submit the "Statement of M/WBE Participation" form included in this document as part of the Bid Proposal. If the Bidder is an M/WBE firm, Part I should be completed. This form cannot be changed after the bid opening without approval of WTI. Any firm being considered for removal from this list must submit written confirmation to the WTI requesting such removal. This statement, if accepted by WTI, will become a part of the contract documents.

B. All Bidders shall submit the "Statement of M/WBE Participation" form included in this document as part of the Bid Proposal. Failure to complete this form in it's entirety will be cause for rejection of the bid. This form cannot be changed after the bid opening without approval from WTI. Any firm being considered for removal from the list must submit written confirmation to the WTI requesting such removal.

III. EVALUATION PROCEDURES

A. After the bid opening, the low bidder and the second bidder shall re-evaluate and confirm M/WBE firms to be used on the project. A confirmed "Statement of M/WBE Participation" signed by an officer of the company shall be submitted WTI. This statement, if accepted by WTI, will become part of the contract documents.

B. If the utilization goals are not satisfactorily addressed, the efforts related to securing M/WBE participation will be evaluated by WTI, taking into account, among other things, the following:

1. Comparison with M/WBE participation in other bid proposals.
2. Evaluation, including review of pertinent documents, of a bidder's good faith effort of solicitation and follow-up to obtain M/WBE bids.
3. When the MBE and WBE participation goals cannot be met the bidder shall document and submit justification as to why the goal(s) could not be met and demonstrate the good faith efforts taken to meet the MBE and WBE participation goals, including but not limited to the following recommended efforts:

i. Efforts made to break down contracts and portions of work into economically feasible units such that the MBE/WBE utilization goals can be met.

ii. Written notification to disadvantage economic development assistance agencies, organization, local, state and federal disadvantage business assistance offices, and other organizations which provides assistance in recruitment and placement of MBE/WBE's on this project.

iii. Efforts made to negotiate with MBE's and WBE's for specific item(s) of Work including evidence on:

- a. The names, addresses, telephone numbers of the MBE's and WBE's who were contacted, the dates of initial contact and whether solicitations of

interest were followed up by contacting the MBE's and WBE's to determine with certainty whether the MBE or WBE is interested. Personal or phone contacts are expected; and

b. A description of the information provided the MBE/WBE's regarding the plans and specifications and the work to be performed; and

c. A statement of why additional agreements with other MBE/WBE's were not reached; and

d. Documentation of each MBE/WBE contacted but rejected and the reason for the rejection.

iv. Examples made to assist the MBE/WBE's that need assistance in obtaining bonding, insurance of lines of credit required by the contractor.

v. Documentation that qualified MBE/WBE's are not available or are not interested.

vi. Examples of actions not acceptable for failure to meet the MBE/WBE goals are:

a. MBE/WBE unable to provide performance and/or payment bond.

b. Union versus non-union status.

c. Contactor would normally perform all or most of the work of the contract, or restricts solicitation only to those general groups of items which may be listed in proposal under such heading as "Items Subcontractable to MBE/WBE Firms."

d. Solicitation by mail only.

vii. The demonstration of good faith efforts must, in the end, prove the contractor had actively and aggressively sought out MBE/WBE's to participate in the project. All the information provided must be accurate in every detail.

The ability to achieve the M/WBE goals and the good faith efforts demonstrated will be used to evaluate each Bidder's responsiveness.

The information provided will be evaluated to determine if the low bidder is responsive.

All information provided must be accurate in every detail. The apparent low bidder's attainment of the MBE/WBE goals or the demonstration of good faith efforts will determine the award of contract.

Documentation of initial good faith efforts is to be submitted to WTI utilizing the Contractor's Good Faith Effort Statement, and Contractor's Good Faith Effort Report.

IV. CONTRACTOR VERIFICATION OF M/WBE PARTICIPATION

A. The Contractor will be required to submit the "Monthly M/WBE Report" describing amounts paid to M/WBE firms with each payment application.

B. Prior to the release of the final one percent (1%) of contract retainage, the Contractor shall furnish a final Monthly M/WBE Report with supporting final lien waivers from all M/WBE firms used on the project. It is understood and agreed that in the event the total M/WBE participation on the project is less than that identified in the approved "Statement of M/WBE participation" provided by the Contractor prior to commencement of the project, the Board of Education will suffer a loss which will be difficult or impossible to determine. As a result, a liquidated damage amount equal to the difference between the dollar amount of the proposed and approved M/WBE participation, and the actual dollar amount of M/WBE participation, will be paid by the Contractor. Such amount shall be deduction from the final retainage owed to the Contractor, and will not exceed an amount equal to one percent (1%) of the original contract amount. No such deduction will be made when the proposed and approved M/WBE participation is not met for reasons beyond the control of the Contractor. Such determination is in the sole discretion of the Board of Education. The amount set forth above is agreed upon as liquidated damages, and not as a penalty.

C. Compliance with the forty percent (40%) field employment goal will be monitored by the Saint Louis Public Schools Project Manager and WTI.

V. REPLACEMENT OF M/WBE FIRMS

A. The Contractor shall make good faith efforts to replace an M/WBE subcontractor, who is unable to perform satisfactorily, with another M/WBE subcontractor. Replacement firms must be approved by WTI.

COUNTING M/WBE PARTICIPATION

The Saint Louis Public Schools (SLPS) district utilizes the following guidelines in determining the percentage of Minority/Women-Owned Business Enterprise (M/WBE) participation that will be counted toward the overall M/WBE goals for a prime contractor:

A. If a firm is not currently certified as an M/WBE at the time of the execution of the contract, the firm's participation towards any M/WBE goal will not be counted.

B. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

C. When an M/WBE participates in a contract, the value of the work actually performed will be counted as follows:

1. The entire amount of that portion of a construction contract that is performed by the M/WBE's own forces. This includes the cost of supplies and materials obtained by the M/WBE for the work of the contract, including supplies purchased or equipment leased by the M/WBE (except supplies, and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliates).

2. The entire amount of fees or commissions charged by an M/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the work, toward M/WBE goals, provided that SLPS determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. When an M/WBE subcontracts part of the work of its contract to another firm, the value of the subcontractor work may be counted toward M/WBE goals only if the M/WBE's subcontractor is itself an M/WBE firm. Work that an M/WBE subcontracts to a non-M/WBE firm will not count toward M/WBE goals.

D. When an M/WBE performs as a participant in a joint venture, SLPS will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces toward M/WBE goals.

E. SLPS will count expenditures of an M/WBE contractor toward M/WBE goals only if the M/WBE is performing a commercially useful function on that contract:

1. An M/WBE performs a commercially useful function when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/WBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To

determine whether an M/WBE is performing a commercially useful function, SLPS will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors.

2. An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra participant, SLPS will examine similar transactions, particularly those in which M/WBEs do not participate.

3. If an M/WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SLPS will presume that it is not performing a commercially useful function.

4. When an M/WBE is presumed not be performing a commercially useful function as provided in this program, the M/WBE may present evidence to rebut this presumption. SLPS may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

F. SLPS will count expenditures with M/WBEs for material or supplies towards M/WBE goals as provided in the following:

1. SLPS will count 100% of the cost of the materials or supplies toward M/WBE goals if the materials or supplies are obtained from an M/WBE manufacturer. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described in the specifications.

2. SLPS will count 20% of the cost of the materials or supplies towards M/WBE goals if the materials or supplies are purchased from an M/WBE regular dealer. For purposes of this section a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are brought, kept in stock, and regularly sold to or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease and not on an ad hoc or contract-by-contract basis.

Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

3. With respect to materials or supplies purchased from an M/W/DBE which is neither a manufacturer nor a regular dealer, SLPS will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for delivery of materials or supplies required on a job site, toward M/W/DBE goals, provided that SLPS has determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. SLPS will not count any portion of the cost of the materials and supplies themselves toward M/WBE goals, however.

Note: All M/W/DBE firms must, as of the date bids are due, be certified as an MBE, WBE or DBE by at least one of the following certifying agencies:

MoDOT (Missouri Department of Transportation)
IDOT (Illinois Department of Transportation)
City of St. Louis/ St. Louis Lambert International Airport
BiState Transit Authority dba Metro.

A copy of the firm's certifying letter must accompany the bid. If a company's certification lapses before the closing out of the project, the firm must be recertified before the close of the project for its participant to be counted.

Finding an M/DBE Partner

The following agencies and organization may be of assistance in helping you find an M/WBE firm with the skills and or services you are looking for:

Association of General Contractors of St. Louis

6330 Knox Industrial Drive Suite 200 St. Louis, MO 63139
(314) 781-2356

City of St. Louis

The city maintains a database of certified firms.

That database may be accessed at

www.mwdbbe.org

Central Contractor Registration

The Federal government maintains a database of minority firms desiring to do business with the government.

That list can be accessed at http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm.

IDOT

The Illinois Department of Transportation maintains a database of certified firms.

That database is located at <http://www.dot.state.il.us/sbe/dbeprogram.html>.

MoDot

The Missouri Department of Transportation maintains a database of certified firms.

The database is located at

http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm.

Mo-Kan CCAC

4114 Lindell Suite 316 St. Louis, MO 63108
(314) 535-9200

St. Louis Business Diversity Initiative

This organization maintains a list of some Minority Business Enterprises (MBE) from the City of St. Louis/St. Louis Lambert Airport, State of Missouri, Bi-State Development Agency and the Missouri Department of Transportation. The directory contains some members of the St. Louis Minority Business Council and the St. Louis Regional Chamber and Growth Association (RCGA).

Their directory is accessible at http://www.stlbizdiversity.com/mbe_directory.asp.

St. Louis Minority Business Council

308 N. 21st Street Suite 700 St. Louis, Mo 63103
(314) 241-1143

State of Missouri

The State of Missouri maintains a database of minority and women owned businesses.

That database can be accessed at <http://www.oa.mo.gov/oeo/cp.html>.

**St. Louis Board of Education
Monthly M/WBE Manpower Utilization Report** _____

Contractor Name _____

Submitted for Month/Year of _____

Subcontractor Name _____

Letting No. _____

School _____

Contract Amt. _____

% Complete _____

Job Categories	Trade Codes	Total Employees		Black		Hispanic		Other		Apprentice		On- the-job- training		Total Manhours	
		M	F	M	F	M	F	M	F	M	F	M	F	Total	Minority
Acoustical Tilers	1														
Brick Masons	2														
Carpenters	3														
Cement Mason	4														
Ceramic Tile Setters	5														
Custodians	6														
Electricians	7														
Equip. Operators	8														
Fencing Guardrails	9														
Foreman	10														
Glaziers	11														
Insulators	12														
Iron Workers	13														
Laborers	14														
Landscaping	15														
Lather (Metal/Wood)	16														
Mechanics	17														
Metal Deck Roofers	18														
Movers	19														
Painters	20														
Pipefitters	21														
Plasterers	22														
Plumbers	23														
Project Manager	24														
Roofers	25														
Safety Officers	26														
Sandblast/Waterproof	27														
Sheet Metal	28														
Sprinkler Fitter	29														
Superintendent	30														
Tapers	31														
Temperature Control	32														
Test & Balance Tech.	33														
Truck Driver	34														
Well Drilling	35														
Total															

Reported by _____

Title _____

STATEMENT OF M/WBE PARTICIPATION

Project: _____ Prime Contractor: _____

Letting No.: _____ Bid Proposal Amount: \$ _____

PART I: (Complete if Prime Contractor is an M/WBE firm; sign below)

This bid proposal has been submitted by (check one):

- _____ A Non-Minority, Non-Women Business Enterprise
- _____ A Minority Business Enterprise
- _____ A Women Business Enterprise

This M/WBE firm is certified by (check one):

- _____ SLA _____ MDOT _____ IDOT _____ Metro

PART II: (Complete if Prime Contractor is not an M/WBE firm; sign below)

NOTE: All applicable columns and blanks must be filled-in with the requested M/WBE information and dollars at the time of bid; the 40% MBE & 5% WBE goal shall be met at the time bids are submitted (Suppliers = 20%, Manufacturers = 100%, M/WBE firms actually doing the work = 100% towards participation goals.)

Name of M/WBE Subcontractors, Suppliers Or Joint Venture Partners	Certified by*		Type of Work	Total Dollars	Dollars Applicable To Goal
	MBE	WBE			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total: _____

*Insert SLA, MDOT, IDOT, Metro

MBE Participation: _____ %
WBE Participation: _____ %
Total M/WBE Participation: _____ %

This undersigned is an M/WBE firm or will enter a formal agreement with M/WBE contractors for work listed in this schedule conditioned upon execution of a Contract with the Board of Education, City of St. Louis. **If the Statement of M/WBE PARTICIPATION DOES NOT APPLY to the Contractor/Company, the Contract/Company must sign and indicate non- applicable.**

Contractor's Signature: _____

Title: _____ Date: _____

**ST. LOUIS PUBLIC SCHOOLS
MONTHLY M/WBE REPORT**

Prime Contractor: _____ Project: _____

Street Address: _____ Letting Number: _____

City/State/Zip: _____ Pay Application Date: _____

List all minority and women business enterprises which will be utilized on the project either as subcontractor(s) or supplier(s): **(*Note: only 20% of total “supplier” amount is applicable towards M/WBE goal.)**

Prime Contractor: Original Contract Amount _____ Current Contract Amount _____

MBE Participation

MBE Subcontractor/ Suppliers	Current Contract Amount	*Dollar Amount Applicable to Goal	Total Paid to Date	Amount Requested This Application

Totals:			
Total MBE Participation:	%	%	%

Note: For percentage- divide totals by Prime Contractors Original Contract Amount.

WBE Participation

WBE Subcontractors/ Suppliers	Current Contract Amount	*Dollar Amount Applicable to Goal	Total Paid to Date	Amount Request This Application

Totals:			
Total MBE Participation:	%	%	%

Total M/WBE Participation:	%	%	%
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Note: For percentage- divide totals by Prime Contractors Original Contract Amount.

Report Prepared by: _____

Date: _____

ST. LOUIS BOARD OF EDUCATION
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION
CONTRACTOR'S GOOD FAITH EFFORTS REPORT

PROJECT NAME: _____ LETTING NUMBER: _____

NAME OF CONTRACTOR: _____

In addition to the minority or women-owned business enterprises that are listed and proposed for utilization on this contract, the following minority or women-owned business enterprises were also contacted regarding this contract. However, 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 material supplied	Bid Amounts	Date and Method of Solicitation	Comments: Reasons Rejected

Prime Contractor's Signature: _____

Date: _____

Project: _____

ST. LOUIS BOARD OF EDUCATION
MINORITY/WOMEN-OWNED BUSINESS ENTREPRISE UTILIZATION
CONTRACTOR'S GOOD FAITH EFFORTS STATEMENT

Please indicate those efforts you made to maximize the utilization of minority and/or women-owned business enterprises (MBE/WBE's) and the hiring of minorities and women for this contract.

Name: _____ Date: _____

Contractor's Authorized Signature: _____ Date: _____

	YES	NO
Attended the pre bid conference held on this contract.		
Selected portions of work proposed to be performed by MBE/WBE firms in order to increase the likelihood of meeting the participation goals.		
Solicited individual MBE/WBE firms written notifications at least seven (7) 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 MBE/WBE firms to determine whether or not said firms will submit a bid.		
Provided interested MBE/WBE firms with adequate information regarding plans, specifications and requirements for bidding on City-financed construction.		
Negotiated in good faith with MBE/WBE firms. MBE/WBE firms shall not be disqualified without sound reasons based upon a thorough investigation of their capabilities.		
Made efforts to negotiate with MBE/WBE firms for specific items of work.		
Made efforts to assist MBE/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 associate publication(s), MBE/WBE-focused media for MBE/WBE firms and areas of interest for this contract. Name of Publication(s) 1. _____ Date: _____ 2. _____ Date: _____ 3. _____ Date: _____ 4. _____ Date: _____		
Contacted MoKan, (314) 535-9200, as a first source regarding the hiring of minorities and women on this project.		
Notified in writing, organizations which provide assistance in the recruitment and placement of MBE/WBE firms of the types of work, supplies or services considered on this contract. List the organizations, contractor's groups, local, state and disadvantaged business assistance offices and other organizations that were contacted for assistance in achieving maximum participation of MBE/WBE firms on this contract. Please note the name of the person contacted and the date of contact. Organization _____ Contact Person _____ Date _____ Organization _____ Contact Person _____ Date _____ Organization _____ Contact Person _____ Date _____ Organization _____ Contact Person _____ Date _____		

ATTACHMENT J
Prevailing Wage Requirements and Wage Order

PREVAILING WAGE LAW:

All bidders submitting a proposal for this project must comply with the Department of Labor and Industrial Relations of the State of Missouri, pursuant to Section 290.210 to 340 V.A.M.S., which states that prevailing rates of wages shall be paid to all workers (as defined by Annual Wage Order #1; and associated Incremental Wage Increases).

In all required bonds, the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.

Contractor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment.

Accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the contractor and each subcontractor, for a period of one (1) year following the issuance of final payment for the subject work.

The contractor will forfeit a penalty to the St. Louis Public Schools of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any work done under the contract by the contractor or by any subcontractor.

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, (enclosed in the laws section), if they have not previously completed the program and have documentation of having done so.

The contractor will forfeit a penalty to the St. Louis Public Schools of \$2,500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, if such employee is employed without the required training.

During periods of excessive employment (any month immediate following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residences of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission) (see Excessive Unemployment section), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, if so certified by the contractor and approved by the contracting officer.

Every transit employer, as defined in section 285.230 RSMo, enclosed in the laws section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, enclosed in the laws section, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

St. Louis Public Schools seeks to ensure that the highest quality workmanship will be performed on the project and requires the Contractor to use a qualified Project Superintendent at all times that work is being performed on the job site.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 096

ST. LOUIS CITY

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

Original Signed by _____

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 9, 2012**

Last Date Objections May Be Filed: **April 9, 2012**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/12		\$37.26	55	60	\$19.51
Boilermaker			\$31.20	57	7	\$27.01
Bricklayer and Stone Mason	7/12		\$30.55	72	5	\$19.42
Carpenter	7/12		\$34.63	77	41	\$14.00
Cement Mason	7/12		\$29.50	80	6	\$14.91
Electrician (Inside Wireman)	7/12		\$31.75	82	71	\$10.06 + 37.5%
Electrician (Outside-Line Construction)\Lineman)	9/12		\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator	9/12		\$33.59	43	45	\$5.00 + 37.5%
Groundman	9/12		\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$28.05	44	47	\$8.93 + 29.75%
Elevator Constructor	12/12	a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	8/12		\$29.61	3	66	\$22.53
Group II	8/12		\$29.61	3	66	\$22.53
Group III	8/12		\$27.71	3	66	\$22.53
Group III-A	8/12		\$29.61	3	66	\$22.53
Group IV	8/12		\$24.25	3	66	\$22.53
Group V	8/12		\$24.25	3	66	\$22.53
Pipe Fitter			\$34.25	91	69	\$25.03
Glazier			\$32.78	87	31	\$21.13 + 13.2%
Laborer (Building):						
General			\$28.87	97	26	\$12.62
First Semi-Skilled			\$29.51	114	27	\$12.62
Second Semi-Skilled			\$28.87	109	3	\$12.62
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	7/12		\$29.33	92	26	\$13.70
Marble Mason	7/12		\$30.62	76	51	\$12.73
Millwright			USE CARPENTER RATE			
Ironworker	8/12		\$32.28	11	8	\$20.975
Painter	2/13		\$28.75	104	12	\$13.41
Plasterer	7/12		\$29.41	67	3	\$15.78
Plumber	8/12		\$34.25	91	69	\$25.03
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofor	9/12		\$29.00	15	73	\$15.17
Sheet Metal Worker	12/12		\$36.10	32	25	\$21.00
Sprinkler Fitter - Fire Protection	12/12		\$38.33	66	18	\$20.25
Terrazzo Worker			\$30.79	116	5	\$11.09
Tile Setter	7/12		\$30.62	76	51	\$12.73
Truck Driver-Teamster						
Group I			\$27.05	35	36	\$9.045
Group II			\$27.25	35	36	\$9.045
Group III			\$27.35	35	36	\$9.045
Group IV			\$27.35	35	36	\$9.045
Traffic Control Service Driver			\$27.35	83	17	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

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

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

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

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

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

**CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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NO. 32: The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour days of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays shall be paid at time and one-half (1-1/2). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

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

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

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

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

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

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

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

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

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

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

NO. 45: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	7/12	\$34.63	11	7	\$14.00
Millwright	7/12	\$34.63	11	7	\$14.00
Pile Driver	7/12	\$34.63	11	7	\$14.00
Electrician (Outside-Line Construction\Lineman)		\$36.36	9	12	\$5.00 + 42.5%
Lineman Operator		\$31.39	9	12	\$5.00 + 42.5%
Lineman - Tree Trimmer	1/13	\$24.25	32	31	\$5.00 + 23%
Groundman		\$24.27	9	12	\$5.00 + 42.5%
Groundman - Tree Trimmer	1/13	\$19.22	32	31	\$5.00 + 23%
Operating Engineer					
Group I	8/12	\$29.61	**10	9	\$22.53
Group II	8/12	\$29.61	**10	9	\$22.53
Group III	***1/13	\$28.31	**10	9	\$22.53
Group IV	****1/13	\$24.85	**10	9	\$22.53
Oiler-Driver	*****1/13	\$25.31	**10	9	\$22.53
Cement Mason	7/12	\$29.50	17	11	\$14.91
Laborer					
General Laborer		\$28.87	16	10	\$12.62
Truck Driver-Teamster					
Group I		\$27.05	14	8	\$9.045
Group II		\$27.25	14	8	\$9.045
Group III		\$27.35	14	8	\$9.045
Group IV		\$27.35	14	8	\$9.045
Traffic Control Service Driver		\$27.35	26	25	\$9.045

** Due to a clerical error the Overtime Schedule No. for all subcategories of Operating Engineer was incorrect. The correct Overtime Schedule No. should be No. 10.

*** Due to a clerical error the Basic Hourly Rate for Operating Engineer Group III issued in August 2012 was incorrect. The correct Basic Hourly Rate should be \$28.31 .

**** Due to a clerical error the Basic Hourly Rate for Operating Engineer Group IV issued in August 2012 was incorrect. The correct Basic Hourly Rate should be \$24.85 .

***** Due to a clerical error the Basic Hourly Rate for Operating Engineer Oiler-Driver issued in August 2012 was incorrect. The correct Basic Hourly Rate should be \$25.31 .

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

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

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

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction\Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

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

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

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

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays.

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NO. 14: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays.

NO. 15: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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

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

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

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

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CITY OF ST. LOUIS CITY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 8: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

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

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

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

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

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

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

ATTACHMENT K
TOBACCO-FREE WORKPLACE

1. A copy of the school districts tobacco-free workplace is attached.

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS**

EMPLOYMENT POLICY

Tobacco – Free Policy

Policy # 4841

SLPS Tobacco-Free Policy

Introduction

St. Louis Public Schools (SLPS) is committed to providing a safe, healthy, comfortable and productive work and learning environment for all students, faculty and staff. Research shows that tobacco use in general, including smoking and breathing secondhand smoke, constitutes a significant health hazard.

Policy

SLPS strictly prohibits all smoking and other uses of tobacco products and the use of smokeless or vapor cigarettes within all SLPS buildings and on SLPS property, at all times. Smoking is prohibited on buses used solely to transport students to or from any place for educational purposes or any other vehicle approved by the superintendent to transport students.

Scope

This policy applies to all, including students, faculty, staff, temporary staff, contractors and visitors.

For the purpose of this policy, “tobacco” is defined to include, but not limited to, any lit cigarette, cigar, pipe, bidi, clove cigarette, and any other smoking product; and smokeless or spit tobacco, also known as dip, chew, snuff or snus in any form.

- The use, distribution, or sale of tobacco, including any smoking device, or carrying of any lit smoking instrument, on SLPS owned, leased or occupied facilities or at events on SLPS properties, or in SLPS-owned, rented or leased vehicles, is prohibited. This includes:
 - all campuses;
 - parking facilities and lots (including in personal vehicles);
 - SLPS buildings located near city/municipality owned sidewalks, within 20 feet of entryways or exits, near air intakes, or near fire/explosion hazards;
- If individuals within SLPS smoke or use tobacco products off SLPS properties, they are expected to be respectful of businesses neighboring SLPS campuses and properties. They should not loiter in front of homes, businesses or facilities near SLPS campuses or properties, and must discard tobacco products in appropriate receptacles.
- The free distribution of tobacco products on SLPS property is prohibited.
- No tobacco-related advertising or sponsorship shall be permitted on SLPS property, SLPS-sponsored events or in publications produced by the SLPS.
- Violations of this policy may result in disciplinary action.

Posting of Signs

“No-smoking” signs must be posted at the entrances of all buildings under the jurisdiction of the St. Louis Board of Education. The signs should include the international no-smoking symbol and the statement: “Smoking is Prohibited in All Facilities Under the Jurisdiction of the St. Louis Board of Education.”

“No-smoking” signs should be posted within each facility at key locations (e.g., office areas in schools, conferences rooms, staff lounges). Building administrators and supervisory staff shall be responsible for ensuring that these signs are posted. Building and supervisory staff are encouraged to also display information materials designed to discourage the use of tobacco products.

Prevention Efforts

Materials available from external agencies, such as American Lung Association and American Heart Association, which are prepared to inform people about the dangers of tobacco products, should be made available to employees. In addition, the District will provide Smoking Cessation courses through the American Lung Association.

Procedures

It is the intent of the Board of Education that a positive and supportive approach be taken toward enforcement of the Tobacco Free Policy. Any conflict should be brought to the attention of the appropriate supervisor for resolution. In any dispute arising from the policy, the health concerns of non-smokers should be given preference.

Employees who violate this smoking policy will be subject to disciplinary action up to and including immediate discharge.

Our smoking policy is intended to comply with requirements of the City of St. Louis Ordinance.

Tobacco Cessations Programs

SLPS recognizes that quitting tobacco use can be a significant personal challenge. It is the intent of the Board of Education that a positive and supportive approach be taken toward enforcement of the Tobacco Free Policy. To assist those who wish to quit smoking, SLPS shall publish and distribute a list of District sponsored and other sponsored programs designed to promote the cessation of smoking. Said list shall be published on the District website and hard copies and contact information shall be kept available in the Human Resources Department.

Date Adopted: **May 26, 2011**

Legal Refs: **St. Louis City Ordinance 68481**

ATTACHMENT L

CONTRACTOR'S REPORT OF CONSTRUCTION WAGE RATES

1. A copy of a voluntary wage rate survey is included.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
 DIVISION OF LABOR STANDARDS
CONTRACTOR'S REPORT OF CONSTRUCTION WAGE RATES

Contractor's Name, Address and Telephone Number <hr/> Dates of Work Reported Below Beginning _____ Ending _____ _____ / _____ / _____	Cost and Location of Project County _____ Description _____ Type of Construction <input type="checkbox"/> Building <input type="checkbox"/> Heavy <input type="checkbox"/> Highway
Date Construction Began _____ _____ / _____ / _____ Percent Completed To Date _____	E-mail: _____ Website: _____

Occupational Title(s)	No. of Employees	Total Hours	Basic Hourly Rate	Hourly Fringe Benefits Payments						
				H & W	Pension	Vacation	App. Tr.	Suppl.	Holiday	Other

Certification

To the best of my knowledge, information and belief, I hereby certify that the number of hours, basic hourly rate, and fringe benefit payments listed above are true and correct and that the type of work performed by the number of employees identified above, relative to the Occupational Title(s) reported, is consistent with 8 CSR 30-3.060. I further recognize that any false statement or declaration made herein is punishable under Section 575.060, RSMo 1994, as a class B misdemeanor.

_____ (Please check appropriate box) <input type="checkbox"/> Signature of Contractor's Representative Who Prepared This Report <input type="checkbox"/> Signature of Preparer of This Report	Date _____ Printed Name _____ Title _____
--	---

Mail or fax completed form to:
 Missouri Department of Labor and Industrial Relations
 DIVISION OF LABOR STANDARDS
 Attn: Prevailing Wage Section
 P.O. Box 449
 Jefferson City, MO 65102-0449

Phone: 573-751-3403
 Fax: 573-751-3721
 E-mail: prevailingwage@labor.mo.gov
 Website: www.labor.mo.gov/DLS

The Division of Labor Standards requests your participation in our Prevailing Wage Survey. Surveys are conducted throughout the year to determine the prevailing wages paid to construction workers in all Missouri counties and the city of St. Louis. Your responses to this survey are your opportunity to participate in establishing the state's prevailing wages.

Please complete the survey form on the other side according to the below instructions. Complete all spaces on the form or indicate "N/A" for not available where appropriate.

- 1) Indicate the dates when the work was performed.
- 2) Indicate the type of construction – BUILDING (sheltered enclosure with walk-in access for the purpose of housing persons, machinery, equipment or supplies) or HEAVY (antenna towers, channels, levees, pipe lines, sewers, etc.) (See 8 CSR 30-3.040). Hours worked on residential construction (single family homes or apartment buildings of less than four stories) and general maintenance should not be included in this survey. Accordingly, wage data for ALL commercial construction SHOULD be reported. Wage data for residential construction and general maintenance work should NOT be reported.
- 3) Provide the location (city and county and/or highway and county) for each project you are reporting. Each project should be reported on a separate form. If you require additional forms, please contact our office at 573-751-3403 or prevailingwage@labor.mo.gov or download the form from our website at www.labor.mo.gov/DLS. You may make additional copies as you require.
- 4) Please report only wages and fringe benefits paid for actual hours worked. We cannot accept wage information that is estimated or is an average.
- 5) Indicate the total number of employees and their hours worked in each occupational title. This must be consistent with the occupational titles identified in 8 CSR 30-3.060 (i.e., carpenter, plumber, laborer, operator, etc.). Multiple hourly rates paid to workers require a separate line for each occupational title and rate. These occupational titles apply to mechanics and laborers. They should not include apprentice, superintendent, supervisor or foreman classifications. Working foremen are considered journeymen and should be reported at the journeyman hourly rate.

Wage rates submitted should only be for journeyman work. Employees should be reported at the journeyman rate. Any employee who receives wages higher than the journeyman rate can be reported at the journeyman rate only if they are a supervisor or foreman working with the tools. Only include hours spent working with tools.

- 6) In the space provided, include the printed name, title and signature of the person preparing this report.

Thank you for participating in this wage survey. We encourage you to continue to participate by periodically submitting additional reports. If you have any questions or suggestions, please contact us at 573-751-3403 or prevailingwage@labor.mo.gov.

ATTACHMENT M

AFFIDAVIT OF PREVAILING WAGE



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

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

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

ATTACHMENT O
SAMPLE SUBCONTRACT AGREEMENT

1. A sample of the contract for Construction for this Project(s) shall be per the attached.

SUBCONTRACT AGREEMENT

This Subcontract Agreement (the "Agreement") is entered into this ____ day of _____, 20____ by and between Weatherproofing Technologies, Inc. ("Contractor"), and _____, ("Subcontractor"), having an address at _____ for the following Project: _____ (the "Project") owned by _____ ("Owner"). Contractor and Subcontractor agree as set forth below.

ARTICLE 1

ENUMERATION OF CONTRACT DOCUMENTS

1.1 Contract Documents. The Contract Documents that are considered part of this Agreement shall consist of: the attached General Conditions, any Special Terms and Conditions, the Contract between Owner and Contractor (General, Supplementary and other conditions), Drawings, Specifications, all Addenda, Pre-Bid Meeting Minutes, Pre-Construction Meeting Minutes and all other relevant documents, including those listed in **Schedule 4** attached hereto and made a part hereof, and any modifications thereto ("Contract Documents"). Subcontractor represents that it has read the Contract Documents, understands them and agrees to be bound by them. In the event of any conflict between this Agreement and any other Contract Document, the terms of this Agreement shall control, except that those provisions requiring the greater quantity and higher quality in relation to the Work shall in all instances prevail. Subcontractor's quote(s), proposals, bids, assumptions and qualifications shall not be considered part of this Agreement unless specifically identified in **Schedule 4**.

1.2 Additional Provisions. [Optional – Intentionally left blank] [For Federal jobs only: The Federal Acquisition Regulation ("FAR") set forth in **Attachment E** is fully incorporated into this Agreement by reference and shall be binding upon Subcontractor with the same force and effect as if given in full text. For purposes of incorporating the FAR, the term "Prime Contractor" shall mean Contractor, the term "Contract" shall mean this Subcontract and any Task Order, the term "Contractor" shall mean Subcontractor, the term "Contracting Officer" shall mean the Authorized Subcontract Administrator, and the term "Government" or "Agency" shall mean Prime Contractor and the Government, all as appropriate.]

ARTICLE 2

DESCRIPTION OF THE WORK

2.1 Scope of Work. Subcontractor shall perform the Work described in the Contract Documents, and as detailed more fully in Section 7.4 and in the Scope of Work set forth in **Attachment A**, which is incorporated by reference.

2.2 Project Schedule. The Project Schedule applicable to the Work (which must be consistent with Subcontractor bid form) shall be submitted by Subcontractor at least _____ business days before the start of the Work for review and approval by Contractor. Upon approval by Contractor, the Project Schedule shall automatically be incorporated into this Agreement by reference, as the same may be amended from time to time in Contractor's sole discretion.

2.3 Bonding Requirements. Subcontractor shall provide Contractor with payment and performance bonds for one hundred percent (100%) of the Contract Sum where such Sum exceeds \$50,000, or in any instance in which Contractor is required to provide bonding. The Contract Sum is defined as the bid price of the contract accepted by Contractor. The penal amount of the payment and performance bonds shall be one hundred percent (100%) of the bid price including all labor and all material.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 Date of Commencement. The date of commencement shall be the date of this Agreement as first written above.

3.2 Substantial Completion. Subcontractor shall achieve Substantial Completion of the Work (Insert working Days from Bid form) not later than Month _____ Day _____ Year _____, subject only to adjustments for weather delays approved by Contractor or as otherwise expressly provided in the Contract Documents. Substantial Completion shall be that point in time when the Work has been completed (with the exception of minor punch list items), the Work has been accepted by Contractor in writing, Subcontractor has obtained all necessary permits and inspections, and the Work is legally available for uninterrupted beneficial use and occupancy by Contractor and Owner without inconvenience.

3.3 Schedule and Reporting. Scheduling and reporting requirements of Subcontractor are detailed in the attached **Schedule 2**, which is incorporated by reference into this Agreement.

ARTICLE 4

CONTRACT SUM

4.1 Contract Price. The total payments to Subcontractor for full performance of the Work in accordance with this Agreement shall be in an amount not to exceed \$ _____ (“Contract Price”), which is equal to the full Contract Sum less the price of Tremco materials to be provided for completion of the Project, as estimated by Subcontractor. This payment is conditioned upon satisfaction of all conditions of this Agreement including, without limitation, those referenced in Articles 5 and 15 herein. Progress payments shall be made in accordance with **Article 5** attached hereto and made a part hereof. Upon the Commencement Date, Subcontractor shall provide payment and performance bonds to Contractor naming Contractor as Oblige in the full amount of the Contract Sum of \$ _____.

ARTICLE 5

PROGRESS PAYMENTS

5.1 Progress Payments. Based upon Applications for Payment submitted to Contractor by Subcontractor and Certificates for Payment issued by Architect/Engineer (if applicable), Contractor shall make progress payments on the Contract Sum to Subcontractor as provided below and elsewhere in the Contract Documents. Subcontractor shall submit to Contractor requisitions for payment monthly for Work completed during the preceding month unless the billing requirements of Owner in the Contract Documents require otherwise, in which event those requirements shall supersede the provisions of this paragraph. Contractor shall issue progress payments on properly submitted requisitions relating to Work performed in accordance with the Contract Documents on a net thirty (30) day basis from receipt, unless different terms are expressly provided in the Contract Documents. The amount of each progress payment to Subcontractor shall be equal to: (i) the percentage of completion allowed to Contractor by Owner for the Work of Subcontractor on a monthly basis and in accordance with the prime contract, plus (ii) the amount allowed for non-Tremco materials (if any), less (iii) the aggregate of previous payments to Subcontractor, and less (iv) ten percent (10%) retainage. Retainage will be held until the project has received a final inspection and has been accepted by Owner. Contractor shall not be required to pay Subcontractor more than Contractor has received from Owner for his Work. The Tremco material will be deducted from the Contract Sum as shown on **Attachment C** (Subcontractor’s project material list), which must be included with Subcontractor’s bid. The written requisitions for payment submitted by Subcontractor shall contain a complete detailed statement of a price, subdivided into various items, and shall be used as a basis for the calculations of payments due. Breakdown of all invoicing is required and will follow standard AIA 702 and 703 formats.

5.2 Late Payments. Payments due and unpaid under the Agreement by Contractor to Subcontractor shall bear no interest.

ARTICLE 6
FINAL PAYMENT

6.1 Final Payment. Subject to the requirements and conditions below, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Contractor to Subcontractor when the Work has been completed to the satisfaction of Contractor and Owner, the Agreement fully performed (including proper delivery of all waivers of lien and other documentation required by the Contract Documents), a Final Certificate for Payment has been issued by the Architect/Engineer and Owner for the Work and Project, and Contractor has received its final payment from Owner.



ARTICLE 7
GENERAL PROVISIONS

7.1 The Contract Documents include those documents set forth on **Schedule 4** attached hereto and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items, labor, materials, equipment and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Subcontractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. It is understood and agreed that the Contract Documents are incorporated into this Agreement by reference, and that Subcontractor hereby assumes toward Contractor all the responsibilities, duties, and obligations that Contractor assumes toward Owner under the Contract Documents with regard to the Project and Work that is the subject of this Agreement.

7.1.1 Subcontractor is solely responsible for the means and methods of the Work, including adherence to manufacturer's published recommendations for installation of products or materials on the Project or as part of the Work, and for the activities of Subcontractor's employees, lower tier subcontractors, laborers and suppliers. Subcontractor represents that it is an expert in this field of construction, is qualified to perform the Work described in the Contract Documents, and has a work force capable of completing the Work in accordance with the terms and conditions contained therein.

7.2 This Agreement and the Contract Documents shall not be construed to create a contractual relationship of any kind (i) between Owner and Subcontractor, (ii) between Contractor and any vendor or supplier of Subcontractor or (iii) between any persons or entities other than Contractor and Subcontractor. Subcontractor covenants and agrees to make no claims against Owner or Architect/Engineer concerning the Project or this Agreement except as expressly permitted in this Agreement. Subcontractor further releases any and all extra-contractual claims against Contractor, Owner and Architect/Engineer, it being understood and agreed that all of Subcontractor's claims and rights shall be governed exclusively by this Agreement.

7.3 Execution of this Agreement by Subcontractor is a representation that Subcontractor has visited the site or otherwise become familiar with the physical and other conditions under which the Work is to be performed, including the local markets, labor pool, site conditions, restrictions affecting the Work, and other matters potentially affecting Subcontractor's performance.

7.4 The term "Work" means the construction and services required by the Contract Documents and this Agreement, and includes all other labor, materials, equipment and services provided or to be provided by Subcontractor to fulfill Subcontractor's obligations under this Agreement or at Law. The Work may constitute the whole or a part of the Project. Subcontractor shall provide all labor and materials, ladders, tools, equipment, permits, code authority inspections and all things necessary for the proper prosecution and completion of this Agreement and the Work, in strict accordance with the Contract Documents.

ARTICLE 8
CONTRACTOR

8.1 Contractor, upon Subcontractor's written request, shall furnish to Subcontractor surveys, layouts and other documentation in Contractor's possession, but Subcontractor shall be solely responsible for verifying the accuracy and completeness of the information and documentation to the extent that it affects Subcontractor's work.

8.2 If Subcontractor fails to correct Work that is not in accordance with the requirements of the Contract Documents, including this Agreement, or fails to carry out the Work in accordance with the Contract Documents or Project Schedule, or fails to adequately staff or man the Project, then Contractor, by a written order, and without waiving any of its other rights and remedies under this Agreement or at law or in equity, may order Subcontractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Contractor to stop the Work shall not give rise to a duty on the part of Contractor to exercise this right for the benefit of Subcontractor or any other person or entity.

ARTICLE 9
SUBCONTRACTOR

9.1 For purposes of this Agreement, the term Subcontractor shall include Subcontractor's agents, employees, representatives and lower-tier subcontractors or suppliers, and anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

9.1.1 Subcontractor shall perform and complete the Work using Subcontractor's best skill and attention in accordance with the standards of a top tier firm in the construction industry. Subcontractor represents and warrants that it has completed a minimum of five (5) projects of similar size and scope and is familiar with the Work required by the Contract Documents, including the

safe and proper handling and installation of materials necessary to achieve proper completion of the Work.

9.2 Unless otherwise provided in the Contract Documents, Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, hoisting, transportation, and other facilities and services necessary or appropriate for the proper execution and completion of the Work.

9.3 Subcontractor shall comply with any and all laws, rules, codes and regulations, statutes and ordinances whether state, federal, or local (collectively Laws), applicable to the Work and the Project, whether required by the Contract Documents or otherwise including, without limitation, equal employment opportunity, prevailing wage, occupational safety and health (including the Hazardous Chemicals Right to Know Acts), minority and disadvantaged business laws, and other requirements. If Subcontractor fails to comply with such Laws, Subcontractor shall make all necessary alterations in the Work to conform to the same without delay. If any Contract Documents require Subcontractor to perform Work which Subcontractor believes to be contrary to any such Laws or to Subcontractor's obligations under this Agreement, then Subcontractor shall notify Contractor immediately, in writing, prior to the Date of Commencement.

9.4 Subcontractor acknowledges that, for the purposes of the Occupational Health and Safety Act (OSHA) of 1970 (including any state counterparts in those states authorized to enforce OSHA laws), it is an "employer" as defined by OSHA and is obligated and agrees to observe all OSHA requirements with respect to the Work and all activities associated in any manner with the Work or the Project. Subcontractor shall provide a central location at the Project Site to store records or provide information to people on the Project Site as necessary for its employees and Sub-subcontractors to comply with the laws and regulations described in this subparagraph.

9.4.1 Subcontractor shall enforce strict discipline and good order among Subcontractor's employees and other persons carrying out the Contract, and in that regard Subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall have the right, at its sole discretion, to demand removal or replacement of any employee of Subcontractor or its lower tiers that are working on the Project.

9.5 Subcontractor warrants to Contractor that materials furnished will be new and in good condition and equipment used to perform the Work will be of first quality (unless otherwise required or permitted by the

Contract Documents), that the Work will be free from defects in material or workmanship and from all liens,
Rev. 6 6-16-08
Weatherproofing Technologies, Inc.

claims, security interests or encumbrances, and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Manufacturer's warranties on equipment purchased and installed by Subcontractor shall be assigned by Subcontractor to Contractor and Owner for their benefit prior to final payment.

9.6 Unless otherwise provided in the Contract Documents, Subcontractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9.7 Subcontractor shall be responsible to Contractor for the acts and omissions of Subcontractor's employees, Subcontractor's lower-tier vendors and subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with Subcontractor or its lower tiers. Subcontractor and its lower tiers shall communicate with Owner only through Contractor.

9.8 It is understood and agreed that the relationship of Contractor to Subcontractor shall be that of an independent Subcontractor. Nothing contained herein or inferable here from shall be deemed or construed to (i) make Subcontractor the agent, servant or employee of Contractor or (ii) create any partnership, joint venture, or other association between Subcontractor and Contractor. Any direction or instruction by Contractor in respect of the Work shall relate to the results Contractor desires to obtain from the Work and shall in no way affect Subcontractor's independent contractor status as described herein. Subcontractor shall prevent any of its employees or lower tiers from representing themselves as employees or representatives of Contractor. Neither party shall have any authority to incur or authorize expenditures on behalf of the other party, or to obligate the other party in any respect, absent express written permission signed by the authorized representative of the party to be bound.

9.9 Subcontractor shall be responsible for all cutting, fitting, or patching required to complete the Work or to make parts fit together properly, but shall not damage any portion of the Work or any fully or partially completed construction by Owner or other Subcontractors. Subcontractor shall not cut or otherwise alter such construction other than with written consent of Contractor.

9.10 During the progress of the Work, Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, Subcontractor shall remove from and about the Project waste materials, rubbish, Subcontractor's tools, construction equipment, machinery and surplus materials.

9.11 Subcontractor shall, at all times, provide Contractor and Architect/Engineer access to the Work wherever located.

ARTICLE 10
ADMINISTRATION OF THE AGREEMENT

10.1 Contractor will provide administration of the Agreement (i) during construction, (ii) until final payment is due and (iii) with Subcontractor's concurrence, from time to time during the correction period described in Article 18.

10.2 Contractor will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, Contractor will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.

Contractor will not be responsible for Subcontractor's failure to carry out construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely Subcontractor's responsibility. Architect/Engineer will not be responsible for Subcontractor's failure to carry out the Work in accordance with the Contract Documents. Subcontractor shall not be entitled to rely on Contractor's inspections to ensure compliance with this Agreement. Subcontractor shall be solely responsible for such compliance and quality control.

10.4 Contractor will have authority to reject Work which does not conform to the Contract Documents. All decisions of Architect/Engineer that are final and binding on Contractor shall equally bind Subcontractor.

10.5 In Contractor's sole discretion, any and all claims or disputes between Contractor and Subcontractor arising out of or relating to the Agreement or the Contract Documents, or the breach thereof, may be decided by

arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any arbitration will be held in Cleveland, Ohio. A Notice of Demand for Arbitration shall be filed in writing with the other party to this Agreement and shall be made within a reasonable time after the dispute has arisen. Contractor shall notify Subcontractor within thirty (30) days of receiving a Notice of Demand for Arbitration as to whether Contractor consents to arbitration. Subcontractor shall provide the American Arbitration Association with a copy of the Notice of Demand for Arbitration immediately after receipt of Contractor's consent to arbitrate. If Contractor initiates the arbitration, then Contractor shall provide the Notice of Demand to the American Arbitration Association. An award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Contractor, at its sole option, shall have the right to join in such proceedings any person or entity that is substantially involved in a common question of fact or law, and Subcontractor hereby waives the right to challenge Contractor's decisions relative to joinder. In the event Contractor does not expressly consent to arbitration, then any disputes between the parties related in any way to this Agreement shall be resolved through the state or federal courts located in Cleveland, Ohio, which the parties agree shall have exclusive jurisdiction of such matters. Unless otherwise agreed in writing, Subcontractor shall continue the Work and maintain its progress during any arbitration, litigation or other dispute resolution procedure agreed to by the parties, and Contractor shall continue to make payments to Subcontractor in accord with this Agreement.

ARTICLE 11
SUBCONTRACTS

11.1 A lower-tier subcontractor is a person or entity who has a direct contract with Subcontractor or another in privity with Subcontractor, to perform a portion of the Work at the site.

11.2 Subcontractor, as soon as practicable after award of the Contract, shall furnish in writing to Contractor the names of the lower-tier subcontractors for each of the principal portions of the Work. Proposed lower-tier subcontractors shall be established, reputable firms of recognized standing with a record of successful and satisfactory past performance with the type of work and/or items proposed to be provided or furnished by them. Subcontractor shall not contract with any lower-tier subcontractor to whom Contractor, Owner, or Architect/Engineer has made reasonable and timely objection. Contracts between Subcontractor and any

lower-tier subcontractor shall require each lower-tier subcontractor, to the extent of the Work to be performed by the lower tier, to be bound to Subcontractor by the terms of the Agreement and Contract Documents, and to assume toward Subcontractor all the obligations and responsibilities that Subcontractor, by the Contract Documents and Agreement, assumes toward Contractor.

ARTICLE 12

CONSTRUCTION BY CONTRACTOR OR BY SEPARATE SUBCONTRACTORS

12.1 Contractor reserves the right to perform construction or operations related to the Project with Contractor's own forces, and to award separate subcontracts in connection with other portions of the Project or other construction or operations on the site. If Subcontractor claims that delay, hindrance, interference or additional cost is involved because of such action by Contractor, Subcontractor shall make such claim as provided elsewhere in the Contract Documents. Subcontractor acknowledges and agrees that Subcontractor's recovery of damages on account of any claims for delay, disruption, hindrance, interference, extra work, or other impact costs or damages shall be limited to the amounts actually paid by Owner to Contractor as a result thereof, all other rights and claims being hereby expressly waived.

12.2 Subcontractor shall afford Contractor and separate subcontractors of Contractor reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate Subcontractor's construction and operations with theirs as required by the Contract Documents and Project schedule.

ARTICLE 13

CHANGES IN THE WORK / CLAIMS

13.1 A Change Order is a written order signed by Contractor and Subcontractor authorizing a change in the Work and/or adjustment in the Contract Sum or Substantial Completion Date. The Contract Sum and Substantial Completion Date may be changed only by a signed Change Order. A form Change Order to be used in connection with this Agreement is attached as **Attachment B**.

13.2 Contractor may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, and the Contract Sum and Substantial Completion Date shall be adjusted accordingly. Such changes in the Work shall be

authorized by Change Order prior to making the change or performing additional work, and shall be performed under applicable conditions of the Contract Documents. In the absence of complete agreement relative to the adjustment of the Contract Sum or the Substantial Completion Date, Contractor may direct the changed work to proceed by way of a written construction change directive, which will advise Subcontractor of Contractor's selected method for pricing the change in accordance with this Article 13.

13.3 Subcontractor's failure to obtain a signed Change Order or Construction Change Directive prior to commencing or completing any extra work or incurring any additional cost, shall conclusively constitute a waiver of any and all claims for additional compensation or extension of time. The cost of any work or the extension of time reflected in any Change Order or Construction Change Directive that is signed by Contractor and Subcontractor shall represent a full accord and satisfaction of any and all claims for additional time or compensation relating directly or indirectly to the work described therein, including ripple effect or cumulative impact costs.

13.4 The cost or credit to Contractor resulting from any change in the Work shall be determined by applying one of the following methods as selected by Contractor:

- .1** the cost of such changed Work shall be determined on the basis of reasonable expenditures and savings of those performing the work attributable to the change. In case of an increase in the Contract Sum, Subcontractor shall be entitled to a maximum ten percent (10%) markup on cost as Subcontractor's fee for its overhead and profit. Subcontractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. In case of a decrease in the Contract Sum, Contractor shall be entitled to ten percent (10%) increase over Subcontractor's cost as reimbursement for Subcontractor's savings on overhead and profit. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, costs related to labor, bond premiums, rental value of equipment and machinery, supervision and field office personnel directly attributable to the change, and fees paid to Design Professionals, engineers and other professionals; or
- .2** the unit costs, if any, contained in the Contract Documents or negotiated between the parties and confirmed in writing; or

- .3 an agreed upon lump sum price; or
- .4 with respect to additional services provided by Subcontractor's own employees and personnel, Subcontractor agrees to charge, and Contractor agrees to pay, for such services according to the rate schedule attached as **Attachment D**, without additional mark-up for overhead and profit. It is understood and agreed that the hourly rates in **Attachment D** are inclusive of all overhead and profit for such additional hourly services.

13.5 Pending final agreement on the total cost of a construction change directive, amounts not in dispute for such changes in the Work shall be included in applications for payment accompanied by a Change Order indicating the parties' agreement with all or part of the costs.

13.6 If concealed or unknown conditions of an unusual nature affect the performance of the Work or are encountered above or below ground or in an existing structure other than the Work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in Work of the character provided for in the Contract Documents, then written notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed and in no event later than five (5) days after first observance of the conditions. To the extent permitted by the Contract Documents, the Contract Sum may be equitably adjusted for such concealed or unknown conditions by Change Order upon claim by either party made within five (5) days after the claimant becomes aware of the conditions. In the event that the Contract Documents transfer the risk of differing or changed conditions to Contractor, and Contractor has no recourse against Owner with regard thereto, then Subcontractor hereby assumes the risk of differing or changed conditions and waives such claims against Contractor.

13.7 Subcontractor agrees that it shall not be entitled to recover any damages from Contractor on account of claims for additional compensation of whatever kind or description unless and until Contractor recovers and collects such damages from Owner. Such recovery and collection by Contractor is an absolute condition precedent to Subcontractor's right of recovery from Contractor. Subcontractor shall furnish all required testimony and documentation to support its claims. Contractor assumes no fiduciary responsibility for prosecution and recovery on Subcontractor's behalf, but in the event that Contractor recovers and collects damages from Owner on account of Subcontractor's claims through negotiation, litigation, mediation, or

arbitration, then Contractor shall tender to Subcontractor the amount actually recovered and collected on Subcontractor's claim (and for which Subcontractor has sustained actual losses) less the cost of prosecution and administration by Contractor. Subcontractor shall accept such amount as payment in full for its claims and damages releasing Contractor from any additional liability or damages on the claims. If the claim is denied or the amount claimed or recovered is not collected, Subcontractor shall release Contractor from any and all liability for the claims and damages.

13.8 It is understood and agreed that Subcontractor shall present all claims in strict accordance with the time limits and documentation requirements in this Agreement and in the Contract Documents, so as to permit Contractor to mitigate damages and advise Owner. To the extent not covered elsewhere in the Agreement, all claims or requests relating to the Contract Sum or schedule of the Work must be made in writing with supporting detail and documentation within five (5) days of Subcontractor's discovery of the claim, or when Subcontractor otherwise should have discovered the claim with the exercise of reasonable diligence, whichever is earlier. Subcontractor's failure to strictly comply with this provision, and similar provisions in this Agreement and the Contract Documents, shall be conclusively presumed to constitute a waiver of Subcontractor's rights and claims.

ARTICLE 14

TIME FOR COMPLETION

14.1 Subcontractor shall complete the Work expeditiously and diligently in a manner consistent with the standards of skill and care set forth in this Agreement and the orderly progress of design and construction.

14.2 Time limits stated in the Contract Documents are of the essence of this Agreement. The Work to be performed under this Agreement shall commence upon execution of this Agreement and, subject to authorized modifications, Substantial Completion shall be achieved on or before the Substantial Completion Date of as referenced in **Article 3**. Attached hereto as **Schedule 2** is the Project Schedule. Dates set forth on the Project Schedule shall not be modified without Contractor's prior written approval.

14.3 If Subcontractor fails to achieve Substantial Completion on or before the Substantial Completion Date, Subcontractor shall pay to Contractor (by direct payment or offset from the Contract Sum, at Contractor's sole option) the amount of \$_____ per day for each day that the Work is not substantially completed after the Substantial Completion Date, or any Milestone Date.

Contractor and Subcontractor agree that the foregoing liquidated damages are reasonable to compensate Contractor for Project-related administrative costs on account of Subcontractor's failure to timely complete the Work. The parties agree that the liquidated damages are not intended to be, and in no event shall be construed to be, a penalty, but are intended as fixed damages agreed to by the parties as settlement of damages in advance in the event of Subcontractor's failure to timely complete the Work. The foregoing liquidated damages are intended only to cover the Project-related administrative damages suffered by Contractor as a result of delay and shall not be deemed to cover the cost of completion of the Work, damages resulting from defective Work, damages suffered by others who then seek to recover damages from Contractor (for example, liquidated damages of Owner, or delay claims of other contractors or subcontractors) and defense costs thereof, or any other damages available to Contractor at law, in equity, or under the Agreement (the "delay claims"). All other delay claims of Contractor are reserved and will be resolved in accordance with the dispute resolution provisions in this Agreement.

14.4 If Subcontractor is delayed in the progress of the Project by acts or neglect of Contractor, Contractor's employees, changes ordered in the Work not caused by the fault of Subcontractor, fire, unusual and adverse weather conditions, unavoidable casualties, or by delay authorized by Contractor, or by code or building/zoning/occupancy permit-related delays beyond Subcontractor's reasonable control, or another cause that Contractor agrees is justifiable, then the Substantial Completion Date shall be equitably extended by Change Order, provided Subcontractor notifies Contractor in writing of the delay within five (5) days of the date the reasons for delay are or should have been discovered.

14.5 Subcontractor expressly waives its right to recover extended home office overhead damages, extended field office overhead damages, additional supervision costs, additional equipment costs, or any other indirect expenses arising from or relating to a delay, disruption, suspension, hindrance or interference for which Contractor or Owner is responsible. In the event of an excusable delay, suspension or disruption of Subcontractor's Work, Subcontractor's claim for additional compensation shall be limited only to additional costs associated with escalation of material costs or escalation of hourly labor costs, and Subcontractor agrees to accept such damages as its sole remedy.

ARTICLE 15 **PAYMENTS AND COMPLETION**

15.1 Payments shall be made as provided in **Articles 4 and 5** of this Agreement. Subcontractor shall be required, as a condition precedent to issuance of payments from Contractor under this Agreement, to submit fully executed W-9 forms to Contractor. Such forms shall be submitted within fourteen (14) days of the Effective Date of this Agreement. In addition, concurrent with the submittal of each Application for Payment, Subcontractor shall furnish Affidavits and Waivers of Lien by Subcontractor and all of Subcontractor's lower-tier subcontractors, material men and suppliers, evidencing that all wages for labor and all invoices for material or services included in the Application for Payment have been paid in full. Furnishing of such Affidavits and Waivers of Lien, in the form approved by Contractor, shall be a condition to payment. The amount of each progress payment to Subcontractor shall be as set forth in **Article 5.1**. Retainage will be held until the Project has received a final inspection and has been accepted by Owner. The Tremco material will be deducted from Subcontractor's bid price as referenced in **Article 4** and **Attachment C** (Subcontractor's project material list). Said material list shall be included with Subcontractor's bid. In the event of any dispute as to the percentage completed, the determination of Contractor shall be final and binding.

15.2 Payments may be withheld on account of (i) defective Work not remedied, (ii) claims filed by third parties, (iii) failure of Subcontractor to make payments properly to lower-tier subcontractors or for labor, materials or equipment or to material suppliers or other vendors, (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (v) damage to Contractor, Owner or another subcontractor of Contractor, (vi) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (vii) failure to carry out the Work in accordance with the Agreement or the Contract Documents; (viii) incomplete billing documents from Subcontractor, including failure to submit certified payroll documents with invoicing to Contractor.

15.3 When Contractor agrees that the Work is substantially complete, Contractor will, upon Subcontractor's written request and in Contractor's discretion, conduct a final inspection. If a certificate of occupancy is required by law in order for Owner to lawfully occupy the Project, then the Work shall not be deemed substantially complete unless and until such certificate of occupancy is issued to the extent applicable to Subcontractor's Work.

15.4 Subcontractor represents that it is financially capable to perform this Work and shall promptly pay for all labor and materials furnished or used by it in said Work. Final payment shall not become due until Subcontractor has delivered to Contractor a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to Contractor to indemnify Contractor and Owner against such lien. If such lien remains unsatisfied after payments are made, Subcontractor shall refund to Contractor all money that Contractor may be compelled to pay in discharging such lien, including all costs, bond premiums, and reasonable attorneys' fees.

15.5 Acceptance of final payment by Subcontractor shall constitute a waiver by Subcontractor of all claims, demands and damages of Subcontractor, except those previously made in writing and identified by Subcontractor as unsettled at the time of submission of the final Application for Payment.

15.6 Subcontractor acknowledges and agrees that any payment that is allegedly due from Contractor to Subcontractor, whether for the original scope of Work, extra work or otherwise, is expressly conditioned upon Contractor's receipt of payment from Owner. Contractor's obligation to pay Subcontractor is expressly contingent and conditioned on Contractor's actual receipt of payment from Owner for Subcontractor's Work or claims. Subcontractor voluntarily assumes the risks associated with the creditworthiness of Owner and Contractor's ability to actually recover payments from Owner.

15.7 No progress payment shall constitute an acceptance of any Work not in accord with the Contract Documents, including the drawings and specifications.

Final payment shall be tendered upon Subcontractor's completion of the Work in accordance with the Contract Documents and Contractor's receipt of the following:

- A. Final Completion of all punch list work.
- B. Certification of Final Completion.
- C. Three (3) year Subcontractor Warranty (for the Work described in the attached scope of Work).
- D. Fully executed Final Waiver of Lien from (i) Subcontractor, (ii) Subcontractor's laborers and materialmen, and (iii) lower-tier Sub-Subcontractors of Subcontractor.
- E. Acceptance of Work by Owner.

ARTICLE 16 **PROTECTION OF PERSONS AND PROPERTY**

16.1 Subcontractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Subcontractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 persons involved in the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

Subcontractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Subcontractor, a lower-tier subcontractor or material supplier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Subcontractor is responsible under this Agreement or applicable laws.

Subcontractor shall establish and enforce a safety program that complies with all applicable Laws and any written safety regulations and requirements of Owner or Contractor on the Project. Contractor shall have the right to furnish any safety or health equipment that Subcontractor fails to promptly provide, and Subcontractor shall upon demand pay Contractor's cost thereof plus twenty percent (20%) for Contractor's overhead and other indirect costs. Subcontractor shall defend and indemnify Contractor and Owner from and against all claims, fines, penalties, corrective measures, expenses (including attorneys' fees), damages and other losses that relate to or arise from acts or omissions of Subcontractor or its employees, agents, vendors or their assigns or respective employees or agents in failing to comply with Project safety rules or applicable Laws. Immediately after the occurrence of any accident involving injury to or death of any person or damage to property on the Project or in any way relating to the Work, Subcontractor shall deliver to Contractor's Project Manager a report thereof, which may be a copy of any accident report delivered to Subcontractor's insurance carrier.

Contractor mandates a non-smoking, drug-free and alcohol-free Project, and Subcontractor and its lower tiers shall comply with these requirements. Subcontractor and its lower tiers must attend all jobsite

Safety Meetings as Contractor may request from time to time. The foregoing obligations of Subcontractor are in addition to Subcontractor's other express obligations under this Agreement, including those set forth in **Article 9**.

16.2 Any failure of Subcontractor to comply with its obligations set forth in this Article 16 shall constitute a material breach of this Agreement and provide Contractor with grounds for immediate removal of Subcontractor from the Project and for termination of this Agreement, without liability to Subcontractor other than payment for Work completed in accordance with this Agreement at the time of the breach. Nothing in this Article is intended as an exhaustive list of events or conduct that constitutes a material breach under this Agreement or shall otherwise limit Contractor's rights or remedies hereunder.

ARTICLE 17 **INSURANCE**

17.1 Subcontractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims: (a) under workers' or workmen's compensation acts and other employee benefit acts which are applicable; (b) for damages because of bodily injury, including death; and (c) for damages to property (other than to the Work itself) that may arise out of or result from Subcontractor's Work or operations on the Project, whether such Work or operations be by Subcontractor or by a lower tier of Subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in **Schedule 6** attached hereto and made a part hereof, and shall include contractual liability insurance applicable to Subcontractor's obligations under this Agreement, including **Article 19**. Contractor shall be named as an additional insured under the foregoing policies, other than workers' or workmen's compensation. The insurance coverage required to be maintained by Subcontractor hereunder shall be kept in full force and effect for not less than two (2) years after the date of Final Completion, except that contractual liability insurance applicable to Subcontractor's obligations under **Article 19** shall be maintained for not less than three (3) years after the date of Final Completion. Certificates of such insurance shall be filed with Contractor prior to the commencement of the Work and shall provide that the insurance coverage shall not be canceled, materially changed or allowed to expire without at least thirty (30) days prior written notice to Contractor. It is understood and agreed that Subcontractor's insurance coverages shall be primary, and Contractor's secondary, with regard to

any risk or occurrence to which such policies apply or are required to apply by this Agreement.

17.2 Contractor may purchase and maintain other insurance for self-protection against claims that may arise from operations under the Agreement. Contractor shall not be responsible for purchasing and maintaining any insurances for Subcontractor's benefit.

17.3 Contractor and Subcontractor waive all rights against each other and Architect/Engineer, Architect/Engineer's consultants, and separate Subcontractors described in **Article 12**, if any, for damages caused by fire or other perils to the extent covered by property insurance furnished by Owner, if any, except such rights as they may have to the proceeds of such insurance held by Owner, as fiduciary. Subcontractor shall require similar waivers in favor of Contractor and Owner from Subcontractor's lower tiers.

ARTICLE 18 **CORRECTION OF WORK**

18.1 Subcontractor shall (a) promptly correct Work rejected by Contractor or known by Subcontractor to be defective or failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and (b) for a period of three (3) years from the date of Substantial Completion of the Work or within such longer period provided by controlling law or any applicable warranty in the Contract Documents, correct Work found to be defective or nonconforming.

18.1.1 If any portion of the Work is covered or obstructed from inspection contrary to instructions from Contractor, Subcontractor must uncover the Work at its expense for Contractor's observation without change in the time for Substantial Completion. If a portion of the Work has been covered which Contractor has not specifically requested to observe prior to its being covered, Contractor may request to see such Work and it shall be uncovered by Subcontractor. If the Work is in compliance with the Contract Documents, the costs of uncovering and replacement shall, by appropriate Change Order, be charged to Contractor. If such Work is not in accord with the Contract Documents, Subcontractor shall pay the costs for uncovering the Work and the repairs (including labor and materials) necessary to place the Work into compliance with the Agreement.

18.2 Nothing contained in this Article 18 shall be construed to either (i) establish a period of limitation with respect to other obligations of Subcontractor, or (ii) otherwise limit or waive any of Contractor's claims, rights or remedies under this Agreement, or at law or in

equity. Paragraph 18.1 relates only to the specific obligation of Subcontractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Subcontractor's liability with respect to Subcontractor's obligations other than correction of the Work.

18.3 If Subcontractor fails to correct defective Work as required or fails to carry out Work in accordance with the Contract Documents, Contractor, by written order signed personally or by an agent specifically so empowered by Contractor in writing, may order Subcontractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, Contractor's right to stop the Work shall not give rise to a duty on the part of Contractor to exercise the right for benefit of Subcontractor or other persons or entities. Contractor shall not be liable for damages on account of such suspension or stop work order.

18.4 If Subcontractor fails to carry out any portion of the Work in accordance with the Contract Documents and fails within seven (7) days after written notice from Contractor to commence and continue correction of such failure with diligence and promptness (as reasonably determined by Contractor), Contractor may, without prejudice to other remedies Contractor may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due Subcontractor costs of correcting such deficiencies. If the payments then or thereafter due Subcontractor are not sufficient to cover the amount of the deduction, Subcontractor shall pay the difference to Contractor. Such action by Contractor shall be subject to Article 10. Contractor's rights under this Paragraph 18.4 are in addition to, and not in lieu of, those set forth in Article 20 and elsewhere in this Agreement.

ARTICLE 19 **INDEMNIFICATION**

19.1 Subcontractor assumes entire responsibility and liability for any and all damage or injury of any kind or nature (including death) to all persons and to all property caused by, resulting from, arising out of or in connection with the Work, including its execution, preparation, extension, modification or amendment. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Contractor, Architect/Engineer, Owner, and each of them and their respective agents, employees, lessees and affiliated entities from and against any and all claims, liens, damages, losses, expenses (including, but not limited to, attorneys' fees and expert and consulting costs),

penalties, fines and assessments, arising out of or relating to acts or omissions of Subcontractor, including those acts or omissions involving, without limitation: (i) the Work, including damage, loss or expense attributable to defective workmanship, non-conforming Work, OSHA fines and assessments, bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, (ii) any breach of this Agreement including, but not limited to, any failure of Subcontractor to pay fees, taxes or other sums, or to obtain the permits or licenses, required under this Agreement or applicable Laws; (iii) any failure to comply with applicable Laws. The foregoing defense and indemnity obligations of Subcontractor shall not apply to claims, liens, damages, losses, expenses, penalties, fines or assessments that are caused solely by Contractor or Owner, or to any situations in which defense and indemnity from Subcontractor is expressly prohibited by applicable Laws.

19.2 Subcontractor shall further indemnify and hold Contractor, Architect/Engineer and Owner harmless from and against any and all claims, liens, damages, losses, expenses (including, but not limited to, attorneys' fees and expert and consulting costs), penalties, fines and assessments arising out of or related to mechanics' liens by Subcontractor, or liens or other payment claims by Subcontractor's laborers, unions or lower-tier suppliers or subcontractors. In the event that a lower-tier subcontractor or material supplier files a mechanics' lien against the Project or Property of Contractor's customer, Subcontractor shall, immediately upon demand of Contractor, promptly cause such lien to be formally released, or bonded off in accordance with applicable statutes, or otherwise satisfied. Until Subcontractor satisfies its obligations under this paragraph, Contractor shall be entitled to retain from any sums due Subcontractor, an amount equal to two (2) times the amount of any such claim, lien or other potential liability.

19.3 Nothing in this Article 19 shall be construed to negate, abridge, or reduce other rights or obligations of indemnity that arise as a matter of law or would otherwise exist absent this Agreement.

19.4 In the event any claim is asserted by Subcontractor's employee (or other person or entity directly or indirectly employed by or for whose acts Subcontractor may be liable) against a person or entity with rights to indemnity under this Agreement, the indemnification obligation of Subcontractor shall not be limited by any restriction on the amount or type of damages, compensation or benefits payable by or on behalf of Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, such immunity and related defenses being hereby expressly waived by Subcontractor.

ARTICLE 20
TERMINATION OF THE CONTRACT

20.1 If Subcontractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract or becomes insolvent, a debtor in bankruptcy, reorganization, liquidation or similar proceedings, or makes a general assignment for the benefit of creditors or has a receiver appointed, Contractor, after three (3) days' written notice to Subcontractor, and without prejudice to any other remedy Contractor may have under this Agreement or at law or in equity, may terminate the Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Subcontractor and may finish the Work by whatever method Contractor may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for Architect/Engineer's services and Contractor's Services, together with a twenty-five percent (25%) markup for overhead and profit, and expenses made necessary thereby, such excess shall be paid to Subcontractor, but if such costs exceed such unpaid balance, Subcontractor shall pay the difference to Contractor, together with any legal fees incurred by Contractor in enforcing the Agreement. Any default termination under this paragraph that subsequently may be determined to be unjustified or unwarranted shall be treated solely as a convenience termination under Paragraph 20.2, and Subcontractor's damages shall be limited accordingly, all other claims and rights of Subcontractor being expressly waived. In the event Subcontractor is replaced for any reason, Subcontractor agrees to cooperate to the fullest degree in the transition to a new subcontractor.

20.2 Contractor may terminate this Agreement at any time upon written notice to Subcontractor for Contractor's convenience, and without cause. In such event, Subcontractor shall not be entitled to recover any anticipated lost profits on Work not performed. Subcontractor shall only be entitled to recover the undisputed amounts due for Work properly completed and stored as of the date of Contractor's written notice to Subcontractor of Contractor's intent to terminate the Agreement, plus any additional work performed thereafter at the written request of Contractor, together with the cost incurred to secure the site, and the cost of any previously fabricated and stored materials that Contractor desires to retain, plus reasonable restocking charges actually paid by Subcontractor to third parties and approved by Contractor. Cancellation costs, or other incidental, consequential, special or exemplary costs or damages of Subcontractor or its lower tiers, are not permitted or compensable and are hereby waived.

ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

21.1 All notices, requests, demands, and other communications permitted or required under this Agreement shall be deemed to have been duly given if delivered in person, by facsimile, e-mail or by nationally recognized courier (such as UPS), or if mailed in the United States mail, certified mail, return receipt requested, and properly addressed as follows:

If to Contractor, address to:

Construction Manager
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, Ohio 44122

If to Subcontractor, address to:

Name
Address
City, State, ZIP

If couriered, faxed, or e-mailed, any such notice, request, demand, or other communication is effective on the date sent, provided a delivery confirmation is maintained by the sender confirming delivery to a proper address, otherwise notice is effective upon delivery. If mailed, notice shall be effective on the date of delivery shown on the return receipt. From time to time, either party may designate another person or address for all purposes of the Agreement by giving to the other party not less than fifteen (15) days' advance written notice of such change of person or address in accord with the provisions hereof.

See **Schedule 5** for additional Terms and Conditions, if applicable.

21.1 Should any workers performing the Work engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind (except those to which Contractor is a party) Contractor may, at its option and without prejudice to any other remedies it may have, after five (5) five days notice to Subcontractor and opportunity to cure, provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor.

21.2 All rights granted to Contractor hereunder shall be in addition to, and not in lieu of, Contractor's rights arising by operation of law or equity. Any provisions of this Agreement which are typewritten or handwritten by Contractor shall supersede any contrary or inconsistent printed provisions. Contractor's failure for any reason to exercise one or more rights granted or permitted to Contractor by the Contract Documents shall not be

construed as a waiver of any kind. No modification of the terms of this Agreement shall be valid unless in writing and signed by Contractor. Should any of the provisions of this Agreement be declared by a court of competent jurisdiction or any arbitrator to be invalid, such decision shall not affect the validity of any remaining provisions, which shall remain in full force and effect to the greatest extent permitted by law. All of the terms of this Agreement shall apply to additional quantities of merchandise or services or work ordered by Contractor except to the extent covered by a new Agreement. This Agreement, including the Attachments, Schedules and documents attached or incorporated herein by reference, shall be deemed to contain the entire agreement between Contractor and Subcontractor with respect to the Project and shall supersede and replace any and all prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof.

21.3 Subcontractor shall not sublet, assign or transfer any of its rights or obligations under this Agreement, including any part of the Work, without the express written consent of Contractor.

21.4 Contractor shall be entitled to set off against any sums due or to become due Subcontractor under this Agreement or otherwise recover, an amount equal to two (2) times the amount of any improper lien claim of Subcontractor, or any lien claim of Subcontractor's lower tier subcontractors, suppliers, vendors and/or laborers, plus the attorneys' fees, bond premiums, and expenses

that Contractor incurs to defend and/or discharge any such liens.

21.5 Subcontractor hereby agrees to provide Contractor with any additional documents, materials or information that Contractor reasonably requires to confirm Subcontractor's continuing compliance with this Agreement, including financial, insurance or other information or certifications.

21.6 This Agreement shall be governed by the laws of the State of Ohio, without regard to choice of law provisions.

Contractor: Weatherproofing Technologies, Inc.

By: _____

Title: _____

Signature date : _____

Subcontractor:

By: _____

Title: _____

Signature date : _____

ATTACHMENT A

Furnish all labor and materials necessary to complete the _____, all in strict and complete accordance with the Contract Documents applicable to such Work identified in Schedule 4 and elsewhere in this Agreement, which Work includes the following: ***[DETAILED SCOPE OF WORK]***

SUBCONTRACTOR ACKNOWLEDGES AND AGREES THAT ALL WORK SHALL COMPLY WITH ANY AND ALL RULES AND REGULATIONS APPLICABLE TO THE PROJECT, WHETHER REQUIRED BY THE CONTRACT DOCUMENTS, STATE OR FEDERAL STATUTES, ORDINANCES, AND OTHER RULES AND REGULATIONS, WHETHER STATE, LOCAL, OR FEDERAL, INCLUDING WITHOUT LIMITATION EQUAL EMPLOYMENT OPPORTUNITY, OCCUPATIONAL SAFETY AND HEALTH, PREVAILING WAGE, DAVIS BACON, AND OTHER EMPLOYMENT AND TAX REQUIREMENTS.

ATTACHMENT B

CHANGE ORDER No. _____

PROJECT: _____ CHANGE ORDER NO.: _____

TO: _____ DATE: _____

CONTRACT NO.: _____

CONTRACT DATE: _____

You are hereby authorized to make the following changes in this Agreement: _____

The original Contract Sum was.....\$

Net change by previously authorized Change Orders.....\$

The Contract Sum prior to this Change Order was\$

The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of\$

The new Contract Sum, including this Change Order, will be \$

The dates set forth on the Milestone Dates Schedule are hereby changed as follows: _____

(If blank, then the Milestone Date Schedule shall remain unchanged)

Payment for this change shall fully compensate Subcontractor for all costs directly or indirectly related to this work and for any direct or indirect effect upon other Work or Schedule under the Contract Documents. No claim for impact costs resulting from the performance of this Change Order will be permitted. No extension of time for the performance of this Change Order work or any other work under the Contract Documents shall be allowed as a result of this Change Order, except as otherwise specifically provided above. All other terms and conditions of the Agreement between Contractor and Subcontractor remain unchanged.

Contractor: Weatherproofing Technologies, Inc.

By: _____

Name: _____

Title: _____

-And-

Subcontractor:

By: _____

Name: _____

Title: _____

ATTACHMENT C

[Subcontractor's Tremco Material List and Project Dollar Amount]

SECRET

ATTACHMENT D

[Rate Schedule for Services - Changes in the Work Per Section 13.4.4]

UNAPPROVED

ATTACHMENT E

[List of FAR clauses to be incorporated into the Agreement by reference per Article 1.2. Federal Jobs Only]

SECRET

SCHEDULE 1

Description of the Project

[Attach Legal Notices]

Contractor Contact Person:
Construction Manager:

Phone: _____

Weatherproofing Technologies Local Office:

Submit All Documentation To: _____

SCHEDULE 2

Milestone Dates Schedule

Milestone Date

Date

[Insert list of critical items and turnover dates for each, along with substantial completion and final completion dates.]

Construction Schedule

On or before _____, Subcontractor shall deliver to Contractor a preliminary construction schedule relating to Subcontractor's Work. Contractor, in its discretion, will incorporate the information provided if acceptable to Contractor into the project construction schedule (the "Construction Schedule") consistent with the Milestone Dates Schedule and the Master Project Schedule. The Construction Schedule information furnished by Subcontractor shall be a detailed and comprehensive schedule utilizing a critical path method (CPM) arrow diagram network that (a) shows all major elements and phases of the Project, (b) breaks down each element or phase by trade and (c) otherwise is in a form satisfactory to Contractor. Subcontractor shall investigate and recommend a schedule for the purchase of materials and equipment requiring long lead time procurement, and shall coordinate the schedule with the early preparation of the Construction Schedule. Subcontractor shall update the information relating to its work in relation to the Construction Schedule no less than every two weeks throughout the duration of the Project, and with each payment application.

Meetings/Reports/Schedule Updates

Subcontractor shall attend pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling.

Subcontractor shall update and distribute, on a monthly basis, information incorporating the activities of Subcontractors and Sub-subcontractors on the Project, including processing of Shop Drawings and similar required submittals and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience. Subcontractor shall include the Project occupancy requirements showing portions of the Project having occupancy priority, as directed by Contractor. Subcontractor shall maintain the progress of all Work in accordance with the Construction Schedule.

Subcontractor shall submit to Contractor a form of monthly progress report for use on the Project for Contractor's review, comment and acceptance. Upon acceptance by Contractor, the form of monthly Project progress report shall establish the standard for detail required for the remainder of the Project. At a minimum, the monthly Progress Report will contain the following: (a) listing of actual costs for completed activities and estimates for uncompleted tasks, (b) include the updated Construction Schedule, (c) progress photos, (d) an executive summary, (e) a discussion of pending items and existing or anticipated problems, status of RFIs, (f) a safety and accident report, (g) information on each Subcontractor and each Subcontractor's work as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders and relating such information to the Construction Schedule, (h) if necessary, the schedule and action plan required by the Agreement and (i) such other relevant information as may be required by Contractor from time to time. The Progress Report shall be indexed, bound and tabulated in a manner acceptable to Contractor.

Subcontractor shall keep a daily log containing a record of weather, Subcontractor's Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as Contractor may require. Subcontractor shall provide a copy of the log to Contractor upon request.

SCHEDULE 3

Contract Sum

[Note: Add here the total contract sum for the work. If the basis of compensation is other than a fixed, lump sum amount, such basis should be specifically set forth (for example, a time and materials basis subject to a guaranteed maximum price).]

SCHEDULE 3

SCHEDULE 4

List of Contract Documents

[Note: This Schedule should include a list of all drawings, plans, specifications, supplementary conditions and the Project Manual (if any) produced for the Project.]



SCHEDULE 5

[Additional Terms and Conditions, if any]

SCHEDULE 5

SCHEDULE 6

GENERAL CONDITIONS

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SCHEDULE

SCHEDULE 7

Insurance Limits

The limits required in Paragraph 17 are as follows:

WEATHERPROOFING TECHNOLOGIES, INC.

SUBCONTRACTOR INSURANCE AND INDEMNIFICATION REQUIREMENTS

A certificate of insurance shall be issued to Weatherproofing Technologies, Inc. (sometimes hereinafter called Contractor or WTI) and be received no later than ten (10) days prior to Subcontractor beginning Work. Subcontractor shall provide and maintain insurance with companies and carriers acceptable to Contractor in amounts required by Contractor under the Contract Documents, but not less than the minimum Subcontractor insurance coverages and endorsements, as follows:

<u>Coverages</u>	<u>Minimum Limits</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000 per occurrence
C. General Liability	Comprehensive General Liability totaling \$3,000,000 per occurrence, with a \$5,000,000 annual aggregate, and deductible of no more than \$5,000.
D. Umbrella or Excess Liability	\$5,000,000 per occurrence and \$5,000,000 annual aggregate
Coverage must include:	
<ul style="list-style-type: none">• Premises-Operations• Product and Completed Operations• Broad Form Contractual• Independent Contractor and Subcontractor• Builders Risk Liability	
E. Automobile Liability	Any combination of Automobile Liability and Umbrella Liability totaling \$1,000,000 combined single limit per occurrence. In addition, the Automobile Liability cannot have a deductible greater than \$5,000.
Coverage must include:	
<ul style="list-style-type: none">• Owned vehicles• Hired vehicles• Non-owner vehicles	

All coverages on these policies shall be primary, with no deductibles, copayments or similar provisions requiring payment or contribution of any named or additional insured in excess of \$10,000 and shall name Weatherproofing Technologies, Inc., Tremco Incorporated and Owner as additional insured under all coverages, other than workers' compensation.

All rights of subrogation against Contractor and against Tremco Incorporated, Weatherproofing Technologies, Inc, and their respective agents, employees, subsidiary or affiliate companies arising in connection with the Work or this Agreement are hereby waived.

The certificate shall contain a statement to the effect that: “No exclusions apply to the general liability coverage for damages to property in the care, custody or control of the insured except the basic exclusions contained in the standard I.S.O. comprehensive general liability policy.”

Before commencing the Work, Subcontractor shall furnish Contractor a certificate from his insurance companies with an endorsement showing that the above insurance is in force, stating policy numbers, effective dates, expiration dates and limits of liability thereunder. All policies providing the above insurance shall be endorsed to provide that the insurance company shall notify Tremco and WTI, in writing, thirty (30) days prior to any cancellation, expiration or material change in the above insurance. Subcontractor agrees that nothing contained in this paragraph shall limit or release Subcontractor from any obligation otherwise provided for in this Agreement, including assumption of liabilities and indemnification to Contractor.

If Subcontractor fails to procure and maintain at least the above insurance with the minimum limits of liability shown, Contractor shall have the right to procure and maintain the said insurance for and in the name of the said Subcontractor, and Subcontractor shall pay those costs thereof and shall furnish all necessary information to make effective and maintain such insurance. Furthermore, any payments advanced by Contractor on behalf of Subcontractor to procure and maintain such insurance may, at the option of Contractor, be deducted from any monies owing said Subcontractor.

The attached Certificate, and the above provisions, have been examined and agreed to by each of the insurance companies listed as affording the coverages required hereunder.

(Authorized Insurance Agent)

(Date)

(Authorized Subcontractor Representative)

(Date)

ATTACHMENT P

GENERAL SAFETY EXPECTATIONS

Contractor Project Management

To support the implementation of the project safety program that successfully promotes the project safety goals and encourages the active participation of the crafts workers in the project safety program. Additional responsibilities include:

1. Encourage a positive and proactive environment for all relationships and compliance issues.
2. Communicate with Contractors to make sure safety maintained.
3. Review Contractor Project Specific Safety Plans prior to their start on the project.
4. Make safety an agenda item at project meetings.
5. Support and assist the Superintendent or Project Foreman in implementing disciplinary procedures for Contractor safety violations.
6. Conduct safety walks with the Owner Safety Manager and Project Superintendent. Stop work if an immediately dangerous condition exists.
7. Review all incidents with the Project Superintendent and, in particular, all lost-time injuries within 8 hours of the incident. Lead incident review meetings for area of responsibility, participate in injury/illness/incident investigations to establish contributing factors, develop a lessons learned document and confer with supervision regarding corrective measures.
8. Ensure that proper safety funding is not compromised by budget constraints.
9. Engage in the development of the Project Health, Safety and Environmental Plan.
10. Support this Plan's implementation through leading HSE discussions at all project meetings, discussions with contractors and by participating in site safety evaluations.
11. Enforce, when necessary, the project Contractor HSE adherence policy.
12. Leads HSE discussion at pre-job meetings with contractors, emphasizing the Project Goal of managing to achieve Zero Incidents for each day's activities and stressing the Project Vision of creating an environment where in each employee, each day, participates in the planning of the daily work assignment including identifying the HSE measures necessary to achieve Zero Incidents.
13. Participates in injury/illness/incident investigations to determine contributing factors and, where appropriate, issues a "Lessons Learned" report
14. Assure adequate resources to meet HSE Plan objectives.

Contractor Superintendent/Foreman

As the front line supervisor to provide the leadership necessary to implement a first class safety program that successfully promotes the project safety goals and encourages the active participation of the crafts worker in the project safety program. Additional responsibilities include:

1. Practice safety by setting a good example for your crew.
2. Participate in Pre-Construction safety meetings and review their Project Specific Safety Plans prior to their start on the project.

3. Identify who shall serve as the designated competent person. Each superintendent shall possess an OSHA 30-Hour Construction Training Certification (within the previous 48 months) and a valid first aid/CPR certification.
4. Ensure the employees have the training necessary to safely complete their work tasks. Examples of documented training include: hazard communication, OSHA 30 Hour, Competent Person Training and foreman safety training.
5. Ensure that each Contractor is completing the daily safe plan of action form (provided in Superintendent/Foreman Forms Packet).
6. Strictly enforce the Owner safety requirements.
7. Conduct daily/weekly inspections of jobsite relating to safety.
8. Promptly correct all safety deficiencies brought to your personal attention and provide a documented response to each safety observation report. Stop work if an immediately dangerous condition exists.
9. Review the safety records of your crew and counsel employees that require remedial safety awareness.
10. Review jobsite safety issues at all project and Foreman meetings.
11. Enforce the project disciplinary policy. Terminate employees & foreman who consistently show a disregard for working safely or implementing safety policies.
12. Enforce safety rules with Contractors. Enlist the support of the Project Manager, Owner and Contractor Management to help ensure Contractor safety compliance.
13. Ensure Toolbox Talks are held weekly for personnel.
14. Ensure that the proper quantity of safety materials, equipment and protective devices are available at the jobsite for employee use and that all equipment is in safe and working order.
15. Immediately inform the Owner Safety Managers of all personal injury, property damage, or near miss incidents.
16. See that prompt First Aid is administered to an injured employee, and medical treatment is provided as needed.
17. Ensure the Medical Recommendations and Modified Work Program is followed.
18. Assist with incident investigations to ensure proper reporting and documentation. Follow-up on incidents with prompt corrections to eliminate recurrences.
19. Attend incident review meetings.

Contractor Project Safety Representative

To “team” with their project management and the Owner’s Team to implement the project safety program that successfully promotes the project safety goals and encourages the active participation of the crafts workers in the project safety program.

Additional responsibilities include:

1. Encourage a positive and proactive environment for all relationships and compliance issues.
2. Communicate with Contractors to make sure the Owner vision of safety excellence through positive reinforcement is maintained.
3. Monitor the on-site Contractors to ensure compliance with Federal, State, and Owner guidelines. Identify and document safety violations. Inform the responsible party and Project Superintendent.
4. Conduct safety audits/inspections of the project, document findings, and provide a weekly summary report to the Owner Project Safety Manager.
5. Complete the tasks necessary to support the construction process and assist the Contractors in their completion of a safe project.
6. Respond to all project safety related issues including recommendations, questions, and documentation issues.

7. Observe jobsite work activities and promote positive interaction with craftworkers.
8. Stop work if an immediately dangerous situation exists.
9. Participate in prime and Contractor Project Specific Safety Plan development and review. Assist as necessary with Contractor craftswokers review of Project Specific Safety Plans.
10. Support training of Project personnel regarding the Contractor safety process and site orientation.
11. The Owner Project Safety Manager will play an active role and providing an overview of the contractor and Contractor safety plans during preconstruction safety meetings.
12. Support the safety section of meetings as requested by the Owner.
13. Assist with the investigation of all incidents and provide immediate communication to the Owner Project Safety Manager following a reported incident.

Crafts worker – All Contractors

Employees shall work in a safe and healthy manner toward our project safety goals and actively participate in the project safety program. Additional responsibilities include:

1. Perform daily tasks in a safe manner in compliance with Owner safety requirements employer safety requirements and OSHA regulations.
2. Participate in the daily Safe Plan of Action preparation.
3. Participate in Toolbox Talks and other site safety training.
4. Protect your coworkers and equipment from safety hazards.
5. Recognize safety hazards, stop work on your own volition and report unsafe acts and conditions immediately to your Foreman or Superintendent.
6. Ask your Foreman or Superintendent if you are not certain about safety and work procedures.
7. Utilize personal protective equipment in accordance with their company, and Owner safety requirements and OSHA standards.
8. Report all near misses, incidents and/or injuries immediately to your Foreman or Superintendent.
9. Working safely and following the Project HSE requirements is a condition of continued employment on the project.

Contractor Safety Obligations

Each Contractor working on the Project is contractually obligated to comply with all statutory (OSHA), Owner requirements, and Contractor Project Specific Safety Plans. These combined safety requirements constitute the minimum safety performance acceptable from them.

Safety Meeting Requirements

The Contractor Safety Managers will schedule and coordinate Safety Meetings before the start of construction and during the course of all construction related activities.

- Weekly Safety Planning Meeting & Attendees: All on-site safety professional will be required to meet with the HSE Safety Team to review safety planning, scopes of work, upcoming construction processes and safety performance on a weekly basis.
- Monthly Safety Meeting and Attendees: On a monthly basis the Owner, HSE Managers and Contractor Supervision shall attend.

1. Project Health, Safety and Environmental Plan.
2. Support this Plan's implementation through leading HSE discussions at all project meetings, discussions with contractors and by participating in site safety evaluations.
3. Leads HSE discussion at pre-job meetings with contractors, emphasizing the Project Goal of managing to achieve Zero Incidents for each day's activities and stressing the Project Vision of creating an environment where in each employee, each day, participates in the planning of the daily work assignment including identifying the HSE measures necessary to achieve Zero Incidents.
4. Participates in injury/illness/incident investigations to determine contributing factors and, where appropriate, issues a "Lessons Learned" report
5. Assure adequate resources to meet HSE Plan objectives.

Please respond with this document ONLY if you intend to participate in the Pre-job meeting

St Louis Public Schools – Specified Roof Replacements 2013
Multiple Locations
RFP PS 10A

Please complete the following fields and return to ehausknecht@wtiservices.com or fax to 1-866-441-3793 if you are planning to attend

Please print clearly:

Company: _____

Phone: _____

Email: _____

Attendee(s): _____

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT
No Changes

Balance of document has no changes

Please respond with this document ONLY if you intend to participate in the Pre-job meeting

St Louis Public Schools – Specified Roof Replacements 2013
Multiple Locations

Please complete the following fields and return to ehausknecht@wtiservices.com or fax to 1-866-441-3793 if you are planning to attend

Company: _____

Phone: _____

Email: _____