



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFQ #141/2017

BIKE BOULEVARD – MKT TO PARKADE

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. Because construction could begin before the end of the year, the period of performance is changed from 110 calendar days to 110 working days. In addition, because of weather concerns, the striping can be performed after the 110 working days as agreed to between the Contractor and the City. If striping is postponed, temporary striping may be required at the Parkade/Business Loop 70 and Forest/Providence intersections.
2. Federal Wage order has changed, current wage order is attached and replaces wage order originally submitted with RFQ.
3. Sample contract for working days is included and replaces contract originally submitted with RFQ
4. No other changes

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 4/2017 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____

General Decision Number: MO170001 09/08/2017 MO1

Superseded General Decision Number: MO20160001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/06/2017 |
| 1 | 01/20/2017 |
| 2 | 02/10/2017 |
| 3 | 02/17/2017 |
| 4 | 03/03/2017 |
| 5 | 03/17/2017 |
| 6 | 04/14/2017 |
| 7 | 04/21/2017 |
| 8 | 05/26/2017 |
| 9 | 06/02/2017 |
| 10 | 06/23/2017 |
| 11 | 06/30/2017 |
| 12 | 07/14/2017 |
| 13 | 07/21/2017 |
| 14 | 07/28/2017 |
| 15 | 08/11/2017 |
| 16 | 08/25/2017 |
| 17 | 09/08/2017 |

CARP0002-002 05/01/2017

ST. LOUIS COUNTY AND CITY

| | Rates | Fringes |
|-----------------|----------|---------|
| Carpenters..... | \$ 36.51 | 16.75 |

CARP0005-006 05/03/2015

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Carpenters: | | |
| CARPENTERS & LATHERS..... | \$ 36.34 | 15.55 |
| MILLWRIGHTS & PILEDRIVERS... | \$ 36.34 | 15.55 |

CARP0011-001 05/01/2017

| | Rates | Fringes |
|---|----------|---------|
| Carpenter and Piledriver | | |
| ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES..... | \$ 31.02 | 16.75 |
| ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES..... | \$ 29.56 | 16.75 |
| AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES. | \$ 31.03 | 16.75 |
| BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES. | \$ 29.18 | 16.75 |
| BENTON, MORGAN AND PETTIS... | \$ 29.61 | 16.75 |
| BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES..... | \$ 30.88 | 16.75 |
| BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES..... | \$ 30.27 | 16.75 |
| CARTER, HOWELL, OREGON AND RIPLEY COUNTIES..... | \$ 29.88 | 16.75 |
| CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES..... | \$ 30.87 | 16.75 |
| FRANKLIN COUNTY..... | \$ 34.16 | 16.75 |
| JEFFERSON AND ST. CHARLES COUNTIES..... | \$ 36.51 | 16.75 |
| LINCOLN COUNTY..... | \$ 32.66 | 16.75 |
| PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES..... | \$ 31.63 | 16.75 |

WARREN COUNTY.....\$ 33.08 16.75

ELEC0001-002 06/04/2017

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

| | Rates | Fringes |
|-------------------|----------|---------|
| Electricians..... | \$ 36.92 | 25.22 |

* ELEC0002-001 01/01/2017

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Line Construction: | | |
| Equipment Operator..... | \$ 37.48 | 18.98 |
| Groundman & Truck Driver.... | \$ 28.86 | 15.87 |
| Lineman & Cable Splicer..... | \$ 43.50 | 21.14 |

ELEC0053-004 09/04/2016

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

| | | |
|--------------------------|----------|----------|
| Groundman Powderman..... | \$ 27.84 | 33%+5.00 |
| Groundman..... | \$ 27.63 | 25%+6.36 |
| Lineman Operator..... | \$ 39.62 | 25%+6.84 |
| Lineman..... | \$ 42.87 | 25%+6.97 |

Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,

LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

| | | |
|--------------------------|----------|----------|
| Groundman Powderman..... | \$ 27.84 | 33%+5.00 |
| Groundman..... | \$ 27.63 | 25%+6.36 |
| Lineman Operator..... | \$ 39.62 | 25%+6.84 |
| Lineman..... | \$ 42.87 | 25%+6.97 |

ELEC0095-001 06/01/2017

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Electricians:

| | | |
|---------------------|----------|-------|
| Cable Splicers..... | \$ 25.40 | 12.19 |
| Electricians..... | \$ 26.79 | 13.86 |

ELEC0124-007 08/31/2015

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|-------------------|----------|-------|
| Electricians..... | \$ 36.69 | 20.62 |
|-------------------|----------|-------|

ELEC0257-003 03/01/2017

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Electricians:

| | | |
|---------------------|----------|--------|
| Cable Splicers..... | \$ 30.42 | 16.085 |
| Electricians..... | \$ 32.00 | 14.28 |

ELEC0350-002 12/01/2016

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|-------------------|----------|----------|
| Electricians..... | \$ 30.57 | 5.93+35% |
|-------------------|----------|----------|

ELEC0453-001 09/01/2015

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Electricians:

CHRISITAN, DALLAS,

| | | |
|---------------------------------------|--|-------|
| DOUGLAS, GREENE, HICKORY, | | |
| HOWELL, LACLEDE, OREGON, | | |
| OZARK, POLK, SHANNON, | | |
| WEBSTER and WRIGHT COUNTIES..\$ 25.15 | | 14.36 |
| PULASKI and TEXAS COUNTIES..\$ 29.80 | | 14.83 |
| STONE and TANEY COUNTIES....\$ 20.94 | | 13.55 |

ELEC0545-003 06/01/2017

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

| | Rates | Fringes |
|----------------------------|-------|---------|
| Electricians:.....\$ 31.00 | | 15.60 |

ELEC0702-004 07/03/2017

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

| | Rates | Fringes |
|---------------------------------------|-------|---------|
| Line Construction: | | |
| Groundman - Class A.....\$ 28.67 | | 13.84 |
| Groundman-Equipment | | |
| Operator Class II (all | | |
| other equipment).....\$ 36.28 | | 16.05 |
| Heavy-Equipment Operator | | |
| Class I (all crawler type | | |
| equipment D-4 and larger)....\$ 41.33 | | 17.51 |
| Lineman.....\$ 50.30 | | 20.11 |

ENGI0101-001 05/01/2016

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

| | Rates | Fringes |
|----------------------------|-------|---------|
| Power equipment operators: | | |
| GROUP 1.....\$ 33.38 | | 15.92 |
| GROUP 2.....\$ 32.98 | | 15.92 |
| GROUP 3.....\$ 30.98 | | 15.92 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
 spreader; asphalt plant operator; auto grader or trimmer or
 sub-grader; backhoe; blade operator (all types); boilers -
 2; booster pump on dredge; bulldozer operator; boring
 machine (truck or crane mounted); clamshell operator;

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

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

GROUP 3: (a) Oiler;

(b) Oiler driver

(c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

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

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

ENGI0101-005 04/01/2017

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates

Fringes

Power equipment operators:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 36.17 | 16.84 |
| GROUP 2..... | \$ 35.13 | 16.84 |
| GROUP 3..... | \$ 30.66 | 16.84 |
| GROUP 4..... | \$ 34.01 | 16.84 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2016

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

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 30.82 | 13.30 |
| GROUP 2..... | \$ 29.88 | 13.30 |
| GROUP 3..... | \$ 30.27 | 13.30 |
| GROUP 4..... | \$ 28.22 | 13.30 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening
spreader; asphalt plant console operator; autograder;
automatic slipform paver; backhoe; blade operator - all
types; boat operator - tow; boilers-2; central mix concrete
plant operator; clamshell operator; concrete mixer paver;
crane operator; derrick or derrick trucks; ditching
machine; dozer operator; dragline operator; dredge booster
pump; dredge engineman; dredge operator; drill cat with
compressor mounted on cat; drilling or boring machine
rotary self-propelled; highloader; hoisting engine - 2
active drums; launch hammer wheel; locomotive operator; -
standard guage; mechanic and welders; mucking machine;
off-road trucks; piledriver operator; pitman crane
operator; push cat operator; quad trac; scoop operator -
all types; shovel operator; sideboom cats; skimmer scoop
operators; trenching machine operator; truck crane.

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

GROUP 3: Boilers - 1; chip spreader (front man); churn drill
operator; clef plane operator; concrete saw operator (self-

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

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

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

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

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

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

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

ENGI0513-004 05/02/2016

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

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 32.41 | 24.01 |
| GROUP 2..... | \$ 32.41 | 24.01 |
| GROUP 3..... | \$ 31.11 | 24.01 |
| GROUP 4..... | \$ 30.66 | 24.01 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader,

self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler = \$2.00;

Crane, climbing (such as Linden) - \$.50;
 Crane, Pile Driving and Extracting - \$.50
 Crane with boom (including job) over
 100 ft from pin to pin - add \$.01 per foot
 to maximum of \$4.00);
 Crane, using rock socket tool - \$.50;
 Derrick, diesel, gas or electric hoisting material
 and erecting steel (150 ft or more above ground) - \$.50;
 Dragline, 7 cu yds and over - \$.50;
 Hoist, Three or more drums in use - \$.50;
 Scoop, Tandem - \$.50;
 Shovel, Power - 7 cu yds and over - \$.50;
 Tractor, Tandem Crawler - \$.50;
 Tunnel, man assigned to work in tunnel or
 tunnel shaft - \$.50;
 Wrecking, when machines are working on
 second floor or higher - \$.50

ENGI0513-006 05/01/2016

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

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 27.94 | 24.87 |
| GROUP 2..... | \$ 27.59 | 24.87 |
| GROUP 3..... | \$ 27.39 | 24.87 |
| GROUP 4..... | \$ 23.74 | 24.87 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller
 operator asphalt plant fireman (drum or boiler); asphalt

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

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

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

FOOTNOTE: HOURLY PREMIUMS

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

ENGI0513-007 05/02/2016

ST. LOUIS CITY AND COUNTY

Rates

Fringes

Power equipment operators:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 32.41 | 24.01 |
| GROUP 2..... | \$ 32.41 | 24.01 |
| GROUP 3..... | \$ 31.11 | 24.01 |
| GROUP 4..... | \$ 30.66 | 24.01 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain

hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:

| | |
|--|--------|
| Backhoe, hydraulic | |
| 2 cu. yds. or under without oiler | \$2.00 |
| Certified Crane Operator | 1.50 |
| Certified Hazardous Material Operator | 1.50 |
| Crane, climbing (such as Linden) | .50 |
| Crane, pile driving and extracting | .50 |
| Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of | 4.00 |
| Crane, using rock socket tool | .50 |
| Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground) | .50 |
| Dragline, 7 cu. yds. and over | .50 |
| Hoist, three (3) or more drums in use | .50 |
| Scoop, Tandem | .50 |
| Shovel, power - 7 cu. yds. or more | .50 |
| Tractor, tandem crawler | .50 |
| Tunnel, man assigned to work in tunnel or tunnel shaft | .50 |
| Wrecking, when machine is working on second floor or higher | .50 |

IRON0010-012 04/01/2017

Rates Fringes

Ironworkers:

ANDREW, BARTON, BENTON,
CAMDEN, CEDAR, CHARITON,
CHRISTIAN, COOPER, DADE,
DALLAS, DAVIESS, DE KALB,
GENTRY, GREENE, GRUNDY,
HARRISON, HICKORY, HOLT,
HOWARD, LACLEDE, LINN,
LIVINGSTON, MERCER,
MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SULLIVAN, TANEY, VERNON,
WEBSTER, WRIGHT and WORTH
Counties and portions of
ADAIR, BOONE, MACON,
MILLER and RANDOLPH

| | | |
|--|----------|-------|
| Counties..... | \$ 29.65 | 28.85 |
| ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES.... | | |
| | \$ 32.65 | 28.85 |

IRON0321-002 08/01/2012

DOUGLAS, HOWELL and OZARK COUNTIES

| | | |
|-----------------|----------|---------|
| | Rates | Fringes |
| Ironworker..... | \$ 18.40 | 14.68 |

IRON0396-004 08/02/2017

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

| | | |
|-----------------|----------|---------|
| | Rates | Fringes |
| Ironworker..... | \$ 33.96 | 25.11 |

IRON0396-009 08/02/2017

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

| | | |
|-----------------|----------|---------|
| | Rates | Fringes |
| Ironworker..... | \$ 29.49 | 25.11 |

IRON0577-005 08/01/2016

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

| | | |
|-----------------|----------|---------|
| | Rates | Fringes |
| Ironworker..... | \$ 25.81 | 21.29 |

IRON0584-004 06/01/2017

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

| | | |
|-------------------|----------|---------|
| | Rates | Fringes |
| Ironworkers:..... | \$ 24.00 | 14.81 |

IRON0782-003 05/01/2016

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

| | Rates | Fringes |
|--|----------|---------|
| Ironworkers: | | |
| Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only..... | \$ 31.63 | 24.27 |
| All Other Work..... | \$ 25.12 | 19.90 |

LABO0042-003 03/04/2016

ST. LOUIS (City and County)

| | Rates | Fringes |
|----------------------|----------|---------|
| LABORER | | |
| Plumber Laborer..... | \$ 31.12 | 14.47 |

LABO0042-005 03/04/2016

ST. LOUIS (City and County)

| | Rates | Fringes |
|---------------------------|----------|---------|
| LABORER | | |
| Dynamiter, Powderman..... | \$ 31.12 | 14.47 |
| Laborers, Flaggers..... | \$ 31.12 | 14.47 |
| Wrecking..... | \$ 31.12 | 14.47 |

LABO0424-002 05/01/2016

| | Rates | Fringes |
|--|----------|---------|
| LABORER | | |
| ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES | | |
| GROUP 1..... | \$ 27.96 | 13.17 |
| GROUP 2..... | \$ 27.96 | 13.17 |
| BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, | | |

SCOTT, SHANNON, STODDARD,
TEXAS, WASHINGTON AND
WAYNE COUNTIES

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 27.96 | 13.17 |
| GROUP 2..... | \$ 27.96 | 13.17 |

FRANKLIN COUNTY

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.71 | 13.17 |
| GROUP 2..... | \$ 30.31 | 13.17 |

JEFFERSON COUNTY

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.76 | 13.17 |
| GROUP 2..... | \$ 30.36 | 13.17 |

LINCOLN, MONTGOMERY AND

WARREN COUNTIES

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 31.18 | 13.32 |
| GROUP 2..... | \$ 31.18 | 13.32 |

ST.CHARLES COUNTY

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 3.18 | 13.32 |
| GROUP 2..... | \$ 31.18 | 13.32 |

LABORERS CLASSIFICATIONS

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

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar

type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0579-005 05/01/2017

| | Rates | Fringes |
|--|----------|---------|
| LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.) | | |
| GROUP 1..... | \$ 25.66 | 14.07 |
| GROUP 2..... | \$ 26.01 | 14.07 |
| LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES) | | |
| GROUP 1..... | \$ 24.66 | 13.27 |
| GROUP 2..... | \$ 25.21 | 13.27 |
| LABORER (LAFAYETTE COUNTY) | | |
| GROUP 1..... | \$ 26.21 | 13.52 |
| GROUP 2..... | \$ 26.56 | 13.52 |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; toppler of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work;

all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

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

LABO0663-002 04/01/2017

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 29.58 | 15.23 |
| GROUP 2..... | \$ 30.79 | 15.23 |

LABORERS CLASSIFICATIONS

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

river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

PAIN0002-002 09/01/2007

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

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

PAIN0002-006 04/01/2017

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

| | Rates | Fringes |
|--|----------|---------|
| Painters: | | |
| Bridges, Dams, Locks or Powerhouses..... | \$ 25.69 | 12.13 |
| Brush and Roll; Taping, Paperhanging..... | \$ 23.69 | 12.13 |
| Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet | | |

| | |
|--|-------|
| high; Lead Abatement.....\$ 24.69 | 12.13 |
| Spray; Structural Steel (over 50 feet).....\$ 24.44 | 12.13 |
| Tapers using Ames or Comparable Tools.....\$ 24.19 | 12.13 |

PAIN0003-004 04/01/2017

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

| | Rates | Fringes |
|--|-------|---------|
| Painters: | | |
| Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....\$ 31.96 | | 16.96 |
| Brush & Roller.....\$ 29.34 | | 16.96 |
| Drywall.....\$ 30.34 | | 16.96 |
| Paper Hanger.....\$ 29.84 | | 16.96 |
| Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power | | |
| Sander; Sprayman; Dipping...\$ 30.96 | | 16.96 |
| Steeplejack.....\$ 35.53 | | 16.96 |

PAIN0003-011 04/01/2011

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

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

PAIN0203-001 04/01/2012

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

| | Rates | Fringes |
|-----------|-------|---------|
| Painters: | | |

| | | |
|--|----------|-------|
| Finisher..... | \$ 20.18 | 11.33 |
| Painter..... | \$ 19.75 | 11.76 |
| Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator..... | \$ 21.18 | 11.33 |

PAIN1265-003 07/01/2013

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

| | Rates | Fringes |
|---|----------|---------|
| Painters: | | |
| Brush and Roller..... | \$ 25.64 | 13.27 |
| Floor Work..... | \$ 26.14 | 13.27 |
| Lead Abatement..... | \$ 27.89 | 13.27 |
| Spray..... | \$ 27.14 | 13.27 |
| Structural Steel, Sandblasting and All Tank Work..... | \$ 26.89 | 13.27 |
| Taping, Paperhanging..... | \$ 26.64 | 13.27 |

PAIN1292-002 09/01/2016

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

| | Rates | Fringes |
|---|----------|---------|
| Painters: | | |
| Bridges, Stacks & Tanks..... | \$ 30.85 | 11.64 |
| Brush & Roller..... | \$ 25.35 | 11.64 |
| Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)..... | \$ 28.95 | 11.64 |

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

PAIN1292-003 09/01/2016

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

| | Rates | Fringes |
|---|----------|---------|
| Painters: | | |
| Bridges, Stacks & Tanks..... | \$ 30.85 | 11.64 |
| Brush & Roller..... | \$ 26.50 | 11.64 |
| Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI)..... | \$ 30.10 | 11.64 |

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

PAIN2012-001 04/01/2017

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

| | Rates | Fringes |
|---------------------|----------|---------|
| Painters: | | |
| Brush & Roller..... | \$ 30.46 | 16.96 |
| Sandblaster..... | \$ 31.96 | 16.96 |
| Steeplejack..... | \$ 35.53 | 16.96 |

PLAS0518-006 03/01/2016

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

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 23.54 | 10.30 |

PLAS0518-007 04/10/2017

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

| | Rates | Fringes |
|---------------------|----------|---------|
| Cement Masons:..... | \$ 31.52 | 19.01 |

PLAS0518-011 04/10/2017

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

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 31.52 | 19.01 |

PLAS0527-001 04/01/2017

| | Rates | Fringes |
|------------------------|----------|---------|
| CEMENT MASON | | |
| FRANKLIN, LINCOLN AND | | |
| WARREN COUNTIES..... | \$ 30.74 | 18.07 |
| JEFFERSON, ST. CHARLES | | |
| COUNTIES AND ST. LOUIS | | |
| (City and County)..... | \$ 31.91 | 18.07 |

PLAS0527-004 06/01/2017

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

| | Rates | Fringes |
|-------------------|----------|---------|
| CEMENT MASON..... | \$ 28.10 | 18.07 |

PLAS0908-001 05/01/2017

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

| | Rates | Fringes |
|-------------------|----------|---------|
| CEMENT MASON..... | \$ 27.60 | 15.73 |

PLAS0908-005 05/01/2017

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

| | Rates | Fringes |
|-------------------|----------|---------|
| CEMENT MASON..... | \$ 27.60 | 15.73 |

PLUM0008-003 06/01/2017

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

| | Rates | Fringes |
|---------------|----------|---------|
| Plumbers..... | \$ 43.80 | 21.14 |

PLUM0008-017 06/01/2017

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

| | Rates | Fringes |
|---------------|----------|---------|
| Plumbers..... | \$ 43.80 | 21.14 |

PLUM0045-003 09/01/2016

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

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|-------------------------------|----------|-------|
| Plumbers and Pipefitters..... | \$ 35.50 | 20.80 |
|-------------------------------|----------|-------|

PLUM0178-003 11/01/2016

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

| | | |
|-------------------------------|----------|---------|
| | Rates | Fringes |
| Plumbers and Pipefitters..... | \$ 29.55 | 15.05 |

PLUM0178-006 11/01/2016

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

| | | |
|-------------------------------|----------|---------|
| | Rates | Fringes |
| Plumbers and Pipefitters | | |
| Projects \$750,000 & under... | \$ 26.58 | 15.05 |
| Projects over \$750,000..... | \$ 29.55 | 15.05 |

PLUM0533-004 06/01/2017

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

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| Pipefitters..... | \$ 44.48 | 21.15 |

PLUM0562-004 07/01/2017

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

| | | |
|----------------------------|----------|---------|
| | Rates | Fringes |
| Plumbers and Pipefitters | | |
| Mechanical Contracts | | |
| including all piping and | | |
| temperature control work | | |
| \$7.0 million & under..... | \$ 37.91 | 21.69 |
| Mechanical Contracts | | |
| including all piping and | | |
| temperature control work | | |
| over \$7.0 million..... | \$ 39.25 | 27.18 |

PLUM0562-016 07/01/2017

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

| | Rates | Fringes |
|--|----------|---------|
| Plumbers | | |
| Mechanical Contracts including all piping and temperature control work \$7.0 million & under..... | \$ 37.91 | 21.69 |
| Mechanical Contracts including all piping and temperature control work over \$7.0 million..... | \$ 39.25 | 27.18 |

TEAM0013-001 05/01/2017

| | Rates | Fringes |
|--|----------|---------|
| Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES) | | |
| GROUP 1..... | \$ 28.54 | 12.00 |
| GROUP 2..... | \$ 28.44 | 12.00 |
| GROUP 3..... | \$ 28.69 | 12.00 |
| GROUP 4..... | \$ 28.81 | 12.00 |
| Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES) | | |
| GROUP 1..... | \$ 29.14 | 12.85 |
| GROUP 2..... | \$ 29.04 | 12.85 |
| GROUP 3..... | \$ 29.29 | 12.85 |
| GROUP 4..... | \$ 29.41 | 12.85 |
| Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES) | | |
| GROUP 1..... | \$ 31.63 | 12.00 |
| GROUP 2..... | \$ 31.74 | 12.00 |
| GROUP 3..... | \$ 31.74 | 12.00 |
| GROUP 4..... | \$ 31.85 | 12.00 |
| Truck drivers (LINCOLN and WARREN COUNTIES) | | |
| GROUP 1..... | \$ 30.28 | 12.00 |

| | | |
|--------------|----------|-------|
| GROUP 2..... | \$ 30.39 | 12.00 |
| GROUP 3..... | \$ 31.43 | 12.00 |
| GROUP 4..... | \$ 30.50 | 12.00 |

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

TEAM0056-001 05/01/2017

Rates

Fringes

Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.57 | 12.85 |
| GROUP 2..... | \$ 29.73 | 12.85 |
| GROUP 3..... | \$ 29.72 | 12.85 |
| GROUP 4..... | \$ 29.84 | 12.85 |

Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 28.84 | 12.85 |
| GROUP 2..... | \$ 29.00 | 12.85 |
| GROUP 3..... | \$ 28.99 | 12.85 |
| GROUP 4..... | \$ 29.11 | 12.85 |

Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 30.78 | 12.85 |
| GROUP 2..... | \$ 30.89 | 12.85 |

| | | |
|--------------|----------|-------|
| GROUP 3..... | \$ 30.93 | 12.85 |
| GROUP 4..... | \$ 31.00 | 12.85 |

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Truck drivers:

| | | |
|-------------------------|----------|------|
| Traffic Control Service | | |
| Driver..... | \$ 20.45 | 0.00 |

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2017

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Truck drivers:

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 32.06 | 14.85 |
| GROUP 2..... | \$ 31.49 | 14.85 |
| GROUP 3..... | \$ 30.97 | 14.85 |

TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material

trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

| | Rates | Fringes |
|----------------|----------|---------------|
| Truck drivers: | | |
| GROUP 1..... | \$ 33.30 | 13.79+a+b+c+d |
| GROUP 2..... | \$ 33.50 | 13.79+a+b+c+d |
| GROUP 3..... | \$ 33.60 | 13.79+a+b+c+d |

a. PENSION: 5/1/2012 - \$182.20 per week.

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

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

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

with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

CITY OF COLUMBIA CONTRACT #4/2017 – MODOT # CPP-9999(512)
FOR BIKE BOULEVARD – MKT TO PARKADE
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Exhibits:

- A RFP containing City's Scope of Work and Project Specifications
- B Street, Storm Drain, and Sanitary Sewer Specifications and Standards (October 2016)
- C State and/or Federal Grant Requirements
- D Contractor's Performance Bond
- E Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release
- I Missouri and U.S Prevailing Wage Rates Applicable to the Project
- J Affidavit of Compliance with Prevailing Wage Law
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated **click here and insert date in text box**



**CITY OF COLUMBIA CONTRACT #4/2017 – MODOT # CPP-9999(512)
FOR BIKE BOULEVARD – MKT TO PARKADE**

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

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

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

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

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

1. DEFINITIONS:

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

- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph j of this Section.
- h. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City.
- i. "Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract. It may also include construction by the City or others. The Project for this Contract is described as **Bike Boulevard – MKT to Parkade**.
- j. "Project Manager" shall be the following project manager designated by the City of Columbia to manage the Project on behalf of the City (none if left blank): **Allison Anderson**.
- k. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- l. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.
- m. "Working Day" shall mean a calendar day, exclusive of Saturdays, Sundays and State recognized legal holidays, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for at least two (2) hours, with the normal working force engaged in performing the progress-controlling operations.

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

Contractor acknowledges state and/or federal grant funds are being used for construction of the Project. Contractor agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth in the Bid Documents and Exhibit C attached hereto (collectively "Grant Requirements"). Contractor shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

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

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

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

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

Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for

outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Proposal and Pricing. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Proposal and Pricing.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work within **one hundred and ten (110)** Working Days from the date of the Notice to Proceed. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to complete the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by the City under Change Order.

Working Day charges will be determined on the basis of the Contractor's ability to effectively prosecute the work in consideration of the avoidable and unavoidable delay provisions as set forth herein. Working Day assessments will be as follows:

- (1) One whole day for each day of work that the progress-controlling operations can be effectively prosecuted during eight (8) or more hours of the Contractor's daily work schedule.
- (2) A fractional day:
 - (a) When work on the progress-controlling operations can be effectively prosecuted for at least two (2) hours but less than eight (8) hours of the daily work schedule,
 - (b) When conditions beyond the control of the Contractor and unknown to the Contractor at the time of bidding make it impossible to prosecute work on the progress-controlling operations with full efficiency for at least eight (8) hours of the daily work schedule, or
 - (c) When work can be prosecuted on one or more but not all of the progress-controlling operations.
- (3) No charge will be made:
 - (a) When work on the progress-controlling operations cannot be effectively prosecuted for at least two (2) hours of the daily work schedule;
 - (b) On Saturdays, Sundays and legal holidays; or

- (c) During periods of authorized work suspension, except when suspension is ordered for reasons of fault or negligence on the part of the Contractor.

“Avoidable Delays” are those delays that the Contractor could foresee or had power to control or prevent. Working Day charges will not be waived or reduced for Avoidable Delays. Avoidable Delays include, but are not limited to, the following circumstances or conditions:

- (1) Delays caused by conditions on the Project, including traffic conditions, that could be foreseen or anticipated prior to time of bid opening. These conditions include the curing of concrete, drying of paint, setting of bituminous courses, and other foreseeable construction-sequencing delays.
- (2) Delays due to the Contractor's failure to provide sufficient forces and equipment to maintain satisfactory progress in completing the progress-controlling operations.
- (3) Delays due to slow delivery of materials from the supplier or fabricator when the material was available in warehouse stock, or when delivery was delayed for reasons of priority, late ordering, financial considerations, or other causes within the power of the Contractor to avoid.
- (4) Delays caused by plant and equipment failure of less than 4 hours duration, or delays of any duration due to the Contractor's failure to provide and maintain the equipment in good mechanical condition or to provide for immediate emergency repairs.

“Unavoidable Delays” are those delays that the Contractor could not foresee or have the power to control or prevent and that occur with no fault or negligence on the part of the Contractor. Partial delay will be recognized when conditions prevent work on progress-controlling operations with full efficiency. In addition to inclement weather conditions, the following circumstances or conditions will be considered Unavoidable Delays:

- (1) Delays caused by failure of the City to approve the Contract at least eight (8) calendar days in advance of the latest date specified for beginning construction operations.
- (2) Delays caused by an earthquake, flood, cloudburst, cyclone, tornado, or other cataclysmic phenomenon of a nature beyond the power of the Contractor to foresee and defend against.
- (3) Delays caused by acts of the Government or a political subdivision, or by acts of the public enemy, including fires, epidemics, and strikes not caused by improper acts or omissions of the Contractor.

- (4) Delays caused by the City or other parties, such as commercial manufacturers and fabricators, the actions or non-actions of which are not within the power of the Contractor to control or overcome.
- (5) Delays caused by non-completion of work being done by other contractors or utility owners, or due to other unforeseeable interferences not the fault of the Contractor and of such a nature beyond the power of the Contractor to foresee and forestall.
- (6) Delays directly attributable to the performance of Extra Work or increased quantities of work.
- (7) Extraordinary delays in the delivery of materials resulting from strikes, lockouts, freight embargoes, governmental acts, or sudden disaster of a nature beyond the power of the Contractor or supplier to foresee and forestall.

The Engineer will furnish the Contractor a weekly statement showing the Working Days charged to the Project. The statement will include an accounting of all delays affecting the progress-controlling operations. Delay time will be classified as either Avoidable or Unavoidable. Assessment of Working Day charges will begin on the Contract starting date and cease when all work has been completed except for maintenance and final cleanup operations. Contentions by the Contractor as to an improper or excessive assessment of Working Day charges shall be in the form of a written protest to the Engineer within ten (10) days of such assessment setting forth the specific dates and justification for reduced charges. Failure to file a written protest within ten (10) days shall be deemed acceptance by Contractor to the assessment of Working Day charges and a waiver of any protest. Corrected weekly statements will be issued by Engineer whenever the Contractor's contentions are found to be valid or whenever an error is detected by the Engineer. If no corrected weekly statement is issued by Engineer within twenty (20) days following the protest, the Contractor's protest shall be deemed denied.

- 5. **LIQUIDATED DAMAGES:** A deduction of **seven hundred (700)** per Working Day will be deducted by City from the final payment due Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Work within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein.
- 6. **BONDING:** When Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a

company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of work. Contractor's Performance Bond is attached as Exhibit D. Contractor's Labor and Material Payment Bond is attached as Exhibit E.

7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be

provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.

- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule. This section describes the method of payment only and does not alter the Contract Amount established in Section 3, above.

- a. Not later than thirty (30) days after receipt of invoice, City will pay for the following material and Work, less any offsets or deductions authorized in this Contract or otherwise authorized by law:

- 1. Duly certified payments for materials delivered/stored on the Project site (or other City approved storage site with such written assurances as required by the City). The payment for material shall be based only upon

the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor; and

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

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

For all materials, tools, and other expendable equipment, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project.

To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.
- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 1. Unsatisfactory job progress;
 2. Defective Work;
 3. Failure to make payments to subcontractors or suppliers;
 4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Contract Amount;

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

11. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, City may issue to Contractor a written change order or contract amendment directing that such extra and/or additional work be done or that such change be made, and this Contract shall be modified accordingly. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor; or
- b. On a cost-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with Contractor, City may perform the work by force account.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used.
13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. If the information is not available at the time of bid, the bidder shall submit the information with the City of Columbia on or before 4:00 p.m. of the third business day after bid opening date, directly to the City of Columbia Purchasing Division, 701 East Broadway, 5th Floor, Columbia, Missouri 65201. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment.
16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract

involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
21. **SPECIFICATIONS AND DRAWINGS:** Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until Work is accepted by the Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at Engineer's own expense, all damages to any portion of the Work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the Work, regardless of the completion time for the Contract, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this Work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.
23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
25. **TERMINATION FOR DEFAULT:** City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that

Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
- b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
- c. Complete on schedule such part of the work as will not be terminated by termination letter.

27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the Work as determined by the Missouri Division of Labor Standards, or, if higher, by the United States Department of Labor. The Missouri and U.S prevailing wage rates are attached as Exhibit I..

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

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

the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

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

29. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED: Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

30. SPECIFICATIONS: Contractor shall perform all work on this Project in accordance the requirements set forth in the Scope of Work and Project Specifications which are attached as Exhibit A and in accordance with Street, Storm Drain, and Sanitary Sewer Specifications and Standards (October 2016), which are attached as Exhibit B. In the event of a conflict between these specifications, Contractor shall notify Engineer of the conflict. Unless the Engineer directs otherwise, the Project Specifications in Exhibit A shall control over the general specifications in Exhibit B.

31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
34. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
35. **NOTICES:**
- a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Columbia

Finance Department

P.O. Box 6015

Columbia, MO 65205-6015

ATTN: City Purchasing Agent

IF TO CONTRACTOR:**click here and insert Contractor's name in text box****click here and insert address in text box****click here and insert city/state in text box****ATTN: click here and insert name of contact in text box**

With a Copy to:

Public Works Department

P.O. Box 6015

Columbia, Mo 65205

ATTN: Engineer or Project Manager

Allison Anderson

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

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

| <u>Exhibit</u> | <u>Description</u> |
|----------------|---|
| A | RFP containing City's Scope of Work and Project Specifications |
| B | Street, Storm Drain, and Sanitary Sewer Specifications and Standards (October 2016) |
| C | State and/or Federal Grant Requirements |
| D | Contractor's Performance Bond |
| E | Contractor's Labor & Material Payment Bond |
| F | Contractor's Insurance Certificate |
| G | Contractor's Affidavit for Final Payment |

| | |
|---|--|
| H | Final Receipt of Payment and Release |
| I | Missouri and U.S Prevailing Wage Rates Applicable to the Project |
| J | Affidavit of Compliance with Prevailing Wage Law |
| K | Work Authorization Affidavit |
| L | Contractor's Proposal and Pricing |

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

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

[SIGNATURE PAGE FOLLOWS]

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

CITY OF COLUMBIA, MISSOURI

By: _____
Lawrence Luck, City Purchasing Agent

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

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

By: _____
Michele Nix, Director of Finance

(Seal)

**CLICK HERE AND INSERT CONTRACTOR'S
NAME IN TEXT BOX**

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Bike Boulevard – MKT to Parkade
RFQ - # 4/2017
MODOT # CPP-9999(512)
September 13, 2017 – 1:30pm

1. Bidding Information

- Bid opening. – Wednesday – September 27 2017 @ 2:00pm
- Bid submission: Paper bid or electronic bid submission on the City of Columbia website.
- Faxed or emailed bid submissions will not be accepted
- Project has a DBE goal of 11%
- Project is funded through the Missouri Department of Transportation/Federal Highway Administration
- Contractor to perform 30% of the total contract
- Contractor must be on the MODOT approved list 7 days prior to bid opening date
- Contractor to submit the “Subcontractor Disclosure Form” pages with the City of Columbia on or before 4:00 p.m. of the third business day after the bid opening date, directly to the City of Columbia Purchasing Division, 701 E. Broadway, 5th Floor, Columbia, MO 65201. Forms may be emailed to michelle.sorensen@como.gov
- Project will be awarded to the lowest, responsive, responsible bidder/ per MODOT concurrence

2. Items to be submitted with Bid

- Contractor submittal
- Acknowledgement of Insurance Requirements
- Everify and Work Authorization
- Statement of Bidders Qualification
- W-9

3. If awarded the project the contractor is required to include these Additional Contract Requirements and Compliance

- Insurance Certificate with the City of Colombia listed as additionally insured in Liability, Aggregates and Umbrella coverage
- Osha 10 Cards
- Signed Subcontractor Agreements

4. Period of Performance

Contractor agrees to complete the work in the base bid within one hundred and ten calendar days from the Notice to Proceed. – Liquidated Damages are to allow a deduction of \$700.00 per calendar day

5. Addenda.

- Addenda to be issued and posted through City E Bidding system, and ADS
- All addenda must be acknowledged - submitted with paper proposal or uploaded with electronic bid system

6. Questions on submittal

Bike Boulevard – MKT to Parkade
RFQ - # 4/2017
MODOT # CPP-9999(512)
September 13, 2017 – 1:30pm

| Attendee Name | Phone / E-mail / Fax # | Company Name |
|--------------------------|--|-------------------------------------|
| <u>Michelle Sorensen</u> | Phone: <u>573-874-6317</u> Email: <u>Michelle.Sorensen@COMO.gov</u> | <u>City of Columbia, Purchasing</u> |
| <u>MIKE LUETKEMEYER</u> | Phone: <u>573-893-7196</u> Email: <u>KWLPAINTING&MEDIACOMBO.NET</u> Fax: <u>573-761-4177</u> | <u>KW LUETKEMEYER</u> |
| <u>KEVIN DYSART</u> | Phone: <u>573 680 5920</u> Email: <u>Kdysart@kozeny.wagner.com</u> Fax: <u>636 296 2012</u> | <u>KOZENY WAGNER</u> |
| <u>Tim Trigg</u> | Phone: <u>816 699 9141</u> Email: <u>timt1977@gmail.com</u> Fax: <u>660-584 3786</u> | <u>EARTHWORKS EXCAVATION</u> |
| <u>Ron Aplex Inc</u> | Phone: <u>573-680-0589</u> Email: <u>ron@aplexinc.com</u> Fax: <u>573-897-3531</u> | |
| <u>Kim Tipton</u> | Phone: <u>573-526-6994</u> Email: <u>Kimberly.Tipton@modot.gov</u> Fax: _____ | <u>MoDOT</u> |
| _____ | Phone: _____ Email: _____ Fax: _____ | |
| _____ | Phone: _____ Email: _____ Fax: _____ | |