



## **LEGAL NOTICE**

### **REQUEST FOR PROPOSAL**

**RFP 22-077**

**For**

**St. Charles Smart Parking Management System**

**CMAQ 5414 (639)**

**ST. CHARLES COUNTY GOVERNMENT**

**ST. CHARLES, MISSOURI**

St. Charles County is seeking proposals from service providers to provide our **St. Charles Smart Parking Management System**. The County reserves the right to terminate the RFP process for any reason at any time and post notification of such decision on the same website where this RFP is posted. Check the County's website frequently for updates and any notifications that may be issued pertaining to this RFP.

## Table of Contents

ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS .....	4
ARTICLE 2 - CERTIFICATIONS BY OFFEROR .....	6
ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE .....	7
1. RFP Purpose:.....	7
2. Background: .....	7
3. RFP and Submittal of Proposals Timeline: .....	7
ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES. ....	9
Scope of Work: .....	9
ARTICLE 5 - REQUIRED SYSTEM COMPONENTS .....	12
ARTICLE 6 - PROPOSAL REQUIREMENTS .....	13
ARTICLE 7 – PROPOSAL EVALUATION CRITERIA AND SELECTION .....	17
ARTICLE 8 - GENERAL TERMS AND CONDITIONS .....	19
1. Agreement Components:.....	19
2. Status as Independent Contractor: .....	19
3. Subcontractors:.....	20
4. DBE Goal .....	19
5. Certification .....	19
6. Employment of Unauthorized Aliens Prohibited: .....	22
7. Law of Missouri to Govern: .....	23
8. Venue: .....	24
9. Ownership of Records: .....	24
10. Release to Public/Confidentiality:.....	24
11. Conflict of Interest:.....	24
12. Indemnification:.....	24
13. Insurance: .....	24
14. Non-Appropriation: .....	25
15. County's Right to Terminate for Convenience: .....	26
16. Examination of Records (Exhibit C): .....	26
17. Veteran Friendly Employment Policy: .....	26
18. Form FHWA - 1273: .....	27
19. State Wage Rates: .....	44
20. Federal Wage Rates: .....	49
COST PROPOSAL: .....	72

**ATTACHMENTS:**

**Exhibit A – Resulting Agreement**

**Exhibit B – Parking Zones and Utilization**

## ARTICLE 1 - INTRODUCTION AND PROPOSAL SUBMITTAL TERMS

St. Charles County, Missouri, is hereby issuing this **Request for Proposal (RFP) 22-077 St. Charles Smart Parking Management System** seeking and inviting proposals from firms that are qualified, able, and willing to provide the services described herein to St. Charles County, Missouri ("**County**").

### **Proposal Instructions**

The electronic version of this RFP is available upon request. The document was created in Microsoft Word for Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, Offerors are cautioned that the hard copy of this RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.

One [1] signed original and one [1] signed copy of the proposal, along with an electronic copy provided on a USB storage device must be received in a sealed envelope plainly marked "**RFP 22-077 St. Charles Smart Parking Management System**" with the due date and time of the proposal in the lower left corner of the envelope.

An authorized representative of the company/person submitting the proposal must sign the proposal, in blue ink. All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the proposals.

**Proposals must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to 06/22/2022 at 2:00 pm.**

Time is of the essence for responding to the RFP within the submission deadlines. All proposals will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of proposal opening.

Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "Void" and will not be opened.

The County reserves the right, in its sole discretion, to reject any and all proposals, or parts of any proposal, for any reason whatsoever and waive technicalities.

The County will only accept proposals that are responsive to the RFP and are prepared and submitted in compliance with the requirements set forth in this RFP.

The County will not award any proposal to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent Federal, State or Local taxes, fees, and licenses.

The successful Offeror is specifically denied the right of using in any form or medium the

names of St. Charles County or any other public agency of St. Charles County Government for public advertising unless express written permission is granted.

Award will be made to the responsive Offeror with the highest score upon evaluation of all criteria as set forth in this RFP.

### **Proposal Inquiries**

All questions or clarifications concerning this RFP must be submitted in writing via E-mail to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second Street  
St. Charles, Missouri 63301  
[kmandernach@sccmo.org](mailto:kmandernach@sccmo.org)

The RFP number and title shall be referenced on all correspondence.

All questions must be received no later than **3:00 PM** on **05/18/2022**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be provided by **3:00 PM** on **05/25/2022**, and placed on the County's website <http://www.sccmo.org/Bids.aspx>. Check this website frequently for updates and any addendum that may be issued.

### **Prohibited Communication**

***Contact with any representative, other than through the procedure outlined in the section titled "Proposal Inquiries", concerning this request is prohibited PRIOR TO PROPOSAL OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.***

***Any Offeror engaging in such prohibited communications prior to Proposal Opening may be disqualified at the sole discretion of St. Charles County.***

***[Remainder of this page intentionally left blank.]***

## ARTICLE 2 - CERTIFICATIONS BY OFFEROR

- The undersigned signatory certifies that he/she has read and understands all of the terms and conditions of this RFP and of doing business with the County in response to this RFP, that in doing so he is acting on behalf of the Offeror, and that his/her signature placed hereon is binding on the Offeror to the full extent allowed by law.
- The Offeror shall provide a Proposal to the County in response to, and in accordance with, the terms of this RFP.
- The Offeror agrees to provide the services under the terms of this RFP and the Proposal as accepted by the County.
- By submitting the Proposal in response to this RFP, the Offeror and each person signing on behalf of the Offeror, under penalty of perjury, certifies to the best of its knowledge and belief:
  - ✓ The Offeror has established the price terms in this Proposal independently without collusion, consultation, communication, or agreement with any other Offeror as to any matter relating to such price terms; and
  - ✓ The Offeror has made no attempt, and will not in the future make any attempt, to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
  - ✓ The Offeror certifies that this proposal is in all respects fair and without collusion or fraud, and that no elected official or other member, officer or employee or person whose salary is payable in whole or in part by the County is directly or indirectly interested therein, or in any portion of the profits thereof.

Company Name: \_\_\_\_\_

Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

## ARTICLE 3 – BACKGROUND AND RFP/PROPOSAL TIMELINE

1. **RFP Purpose:** To acquire the services of an OFFEROR to provide a Smart Parking Management System to be deployed in the historic district of the City of St. Charles. The intent is for the selected OFFEROR to enter into a Service Agreement with the COUNTY to supply the subject products and services as outlined herein. The draft Resulting Agreement is attached hereto as **Exhibit A – “Resulting Agreement”** and made part hereof.
2. **Background:** The COUNTY is requesting qualified vendors and interested OFFERORS to provide products and services necessary to design, deployment, operate a Smart Parking Management System. St. Charles County in partnership with the City of St. Charles will administer and manage the project. The project is aimed at reducing vehicle emissions by cutting down vehicle circulation times of visitors searching for parking.

The Smart Parking Management System will provide necessary physical infrastructure, backhaul communications, central management software, and an iOS and Android compatible smartphone application to deploy a system that allows end-users to quickly find available parking within the historic district of the City of St. Charles. The Smart Parking Management System will run continuously and provide drivers with directions to available parking either in-app or by linking to commonly used wayfinding apps i.e.: Google Maps, Apple Maps, Waze. The system shall provide a central management system for County and City staff to access data, view and create dashboards, generate reports, see live system status, and otherwise analyze the performance of the system.

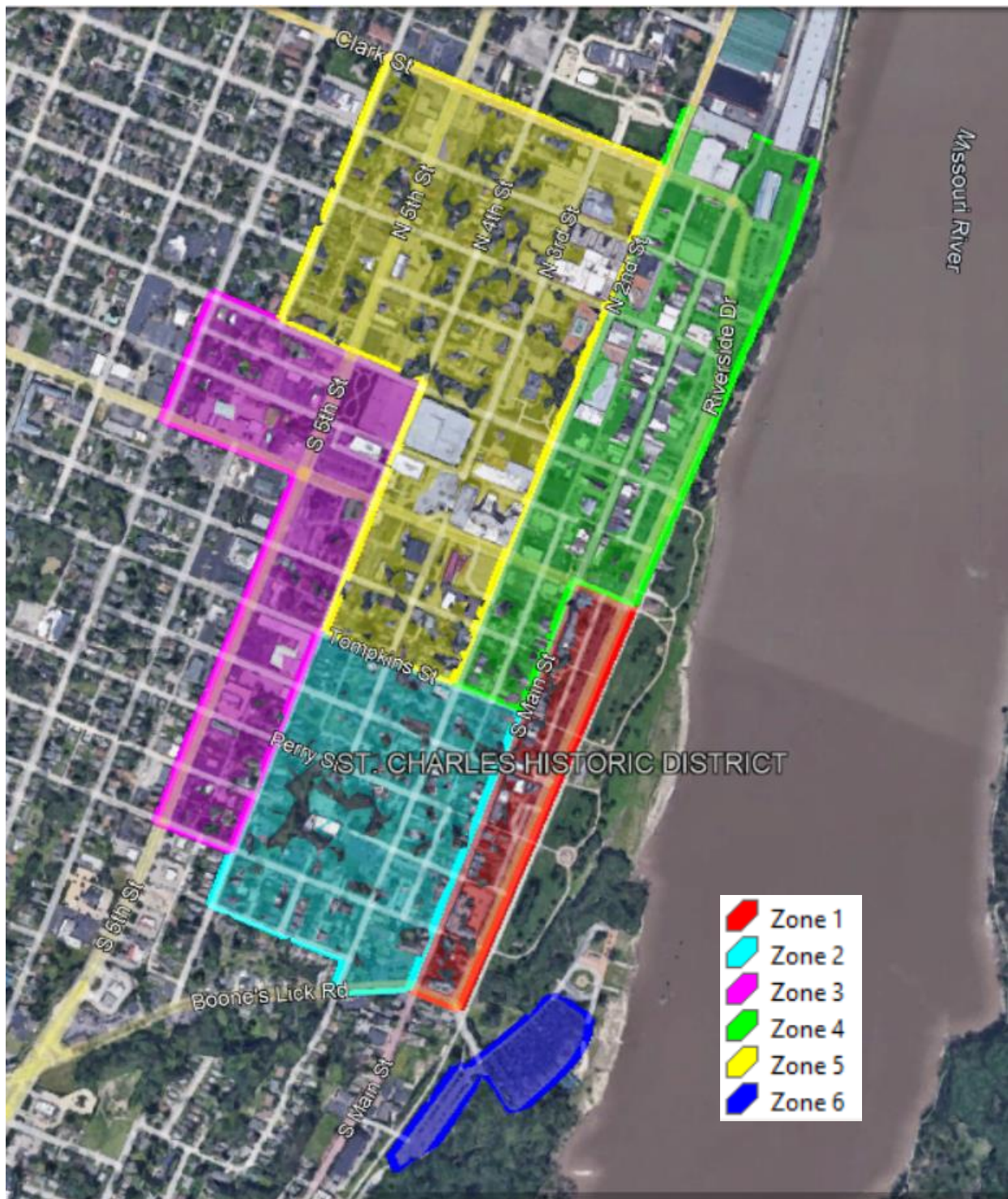
3. **RFP and Submittal of Proposals Timeline:** The County shall follow the timeline listed below relating to the issuance of the RFP and submittal of Proposals. The County reserves the right in its sole discretion to expand this timeline if necessary, without any notification, except when such timeline expansions affect the deadline date and time for submitting a proposal.

DATE	EVENT
5/18/2022	Vendor Questions Due
5/25/2022	Response to Vendor Questions
6/08/2022	Proposals Due Prior to 2:00 PM
June 2022	Review, Evaluation and Award
August 2022	Anticipated Project Start Date

4. **Operational Region:** The Smart Parking Management System will serve the Historic District of the City of St. Charles and immediately surrounding areas shown in **Figure 1** on the next page. The COUNTY is seeking coverage in all Zones depicted while requiring all parking in Zones 1, 4, and 6 be covered and operational in the Smart Parking Management System. OFFERORS will be

scored on completeness of coverage of all zones within the Project Location Map. Additional details of each zone are attached to this RFP in **Exhibit B**.

**Figure 1: Smart Parking Project Location Map**





## ARTICLE 4 – SCOPE OF WORK, SPECIFIC SERVICES.

**Scope of Work:** The COUNTY plans to contract with a qualified OFFEROR to provide products and services necessary to create a Smart Parking Management System.

The successful OFFEROR will provide the COUNTY a formal work plan detailing actions taken to bring about the proposed solution. The following services are anticipated to include but not limited to the following tasks, as part of the activities.

### **1 Project Management.**

The following outlines the required project management responsibilities the OFFEROR will provide during the course of the work.

- 1.1 Project Manager.** OFFEROR shall designate a single point of contact to act as the Project Manager. This individual will exhibit good management and communications skills. This individual will also be well educated regarding both general and working knowledge of the proposed solution and technologies to be used. They will be responsible for coordination between the COUNTY and St. Charles City staff involved with the deployment. The Project Manager will maintain project records and documentation. They should be able to supply the COUNTY with project related information within thirty-six (36) hours of it being requested.
- 1.2 Schedule.** OFFEROR shall submit a deployment schedule. The schedule shall show the anticipated critical path starting from the point of award through final acceptance testing.
- 1.3 Project Kick-Off Meeting.** The successful OFFEROR shall attend a project kick-off meeting to be held at a location predetermined by the COUNTY. The COUNTY or its representative will coordinate the meeting location and agenda with the Project Manager. The OFFEROR is expected to document and provide a summary of the discussion to attendees within thirty-six (36) hours of the meeting conclusion.
- 1.4 Progress Meetings.** Progress meetings will be requested or scheduled at regular intervals as designated during the kick-off meeting. The meetings will be used to inform the COUNTY and St. Charles City on progress made as well as coordinate upcoming project activities. Updates to the project schedule will be provided during these meetings. The OFFEROR is expected to document and provide a summary of the discussion to attendees within thirty-six (36) hours of the meeting conclusion.

### **2 System Design.**

The following outline the required system design elements the OFFEROR must provide during the course of work.

- 2.1 Hardware.** OFFEROR shall provide plans detailing proposed installation of all hardware including field devices, offsite, and other equipment needed for deployment of the system. To the extent needed, infrastructure needs such as power requirements, communications and backhaul requirements must be detailed for each parking zone to ensure needed elements are in place prior to deployment. Coordination and concurrence between the COUNTY, the City of St. Charles, and utility contractors – if any, will be necessary prior to installation of field devices. OFFEROR will be responsible for securing any required permits from the City of St. Charles for system hardware installation in City right-of-way. Hardware should be capable of withstanding weather extremes and other environmental elements.
- 2.2 System Architecture.** OFFEROR shall provide a system architecture diagram of the OFFEROR's proposed solution, detailing all communications links in the system and any bandwidth requirements.
- 2.3 User Interface.** OFFEROR shall provide examples of the smartphone application and central management system user interfaces. Examples must demonstrate the experience that both end users and system administrators will see as when accessing the application and central management system.

### **3 *Live Data Processing.***

Once the solution has been established and is ready to begin receiving live data from field sources, the OFFEROR will begin processing current information and incorporating it into the application and centralized system. The following outlines the OFFEROR's responsibilities during this phase of work.

- 3.1 Establish / Verify Source Connections.** OFFEROR will verify that current source data can be accessed by the smartphone application and central management system and verify that there is no communication or data loss present.
- 3.2 Quality Control Checking.** Collection and normalization of the data will happen in an automated fashion; the OFFEROR will perform quality control checks at the time of processing/ storage of live data to ensure consistency and take corrective action when gaps or errors are encountered.
- 3.3 Establish Platform / System Setup.** OFFEROR will establish the platform for data processing and storage, securing software, database licenses – if any, hardware, or any other related elements necessary to establish the storage and information processing necessary to deploy the solution.

### **4 *Testing and Verification.***

Once the Smart Parking Management System has been established the OFFEROR is responsible for the following tasks upon initial deployment.

- 4.1 System Acceptance Testing Procedures.** OFFEROR shall submit details of how each of the elements in the Smart Parking Management System defined in “System Components and Requirements” will be tested and verified to meet all requirements of this RFP. This document must be submitted at least two weeks before formal testing begins and must incorporate any feedback and approval from the COUNTY before it can be executed. The OFFEROR shall conduct at least one initial test the system components with the COUNTY and City of St. Charles for feedback on system design, performance, and user experience.
- 4.2 Perform System Acceptance Test.** OFFEROR shall perform formal testing over a period of fifteen (15) days. The OFFEROR shall be responsible for conducting and documenting test results for each system component. Testing will be done in coordination with at least one COUNTY representative to verify outcomes. Any steps that fail to meet the requirements, will be noted, and reviewed by the COUNTY. In the event of a failure within the system during the Acceptance Test period, the OFFEROR shall take corrective action and be subject to a renewed Acceptance Test period.
- 4.3 System Assessment “Pilot” Period.** The solution will run for a period of 30 days, including one major event in the St. Charles Historic District. Any issues or questions brought up by the COUNTY or City of St. Charles’s staff will be shared with the OFFEROR to determine if an issue exists, or if there are service changes needed. Ultimately this step is to stress the system to gauge its response to initial usage and user interaction. The OFFEROR shall be responsible for the maintenance of all equipment furnished and installed until final acceptance.
- 4.4 Data Quality Check.** At the end of the Pilot, a performance report from the OFFEROR must be submitted for review to verify that no gaps or issues in data quality occurred. The OFFEROR shall perform validation of parking occupancy at a minimum 95% rate of accuracy. If any significant gaps in information or accuracy deficiencies are noted, the COUNTY will require additional reviews every two weeks until the quality and consistency of information and data have been corrected.

## **5 *Training.***

Training shall be provided by the OFFEROR using qualified staff that has knowledge of the system components and software deployed during the effort. The training shall be conducted within two weeks of the system acceptance testing completion and be done under the following requirements.

- 5.1 Training Session.** OFFEROR shall prepare a training course for users and administrators of the system. The training course outline and materials shall be approved by the COUNTY before the session is held. The training session must be provided over one day; while a second day may be provided if necessary, to cover all material. The session must focus on daily system use and administration for those that will work with system configuration, operation, maintenance, and troubleshooting. The session will have no more than ten (10)

participants from the COUNTY and City of St. Charles. The OFFEROR shall provide all materials and instructors for the training.

- 5.2 Location of Training Session.** The COUNTY will provide a training location. The OFFEROR will provide all equipment, including but not limited to laptop, projector (may be available and should be requested), and or system hardware and software to be used during the session.

## **6 *System Operations and Maintenance.***

Ongoing support will be needed to ensure continued use of the provided solution. The following actions will be required.

- 6.1 Regular Maintenance.** OFFEROR shall be responsible for providing all hardware maintenance, firmware and software maintenance and updates for the products and solutions provided under this contract as part of the maintenance package. Responsibilities for installed equipment, communications, data storage, server software or hardware, and applications needed to deliver system functionality are also considered covered by regular maintenance.
- 6.2 Release / Maintenance Schedules.** OFFEROR will provide the COUNTY and partner agencies written notice of pending new releases or planned maintenance dates and schedule to allow enough time for users to prepare for anticipated downtime. Maintenance should not impact data collection; there should be no gaps in data records due to scheduled efforts.
- 6.3 Urgent Maintenance.** Requests made by the COUNTY will be acknowledged and a response by the OFFEROR is expected within 24 hours. After identification or diagnosis of a problem, the OFFEROR shall provide the COUNTY the timeframe to complete any troubleshooting or corrections to address the request.

## **7 *SYSTEM LICENSES.***

The deployed solution will meet the following software licensing requirements.

- 7.1 LICENSES.** The OFFEROR shall provide all software and user licenses necessary to operate the final deployment.

## **8 *DOCUMENTATION.***

The successful OFFEROR shall submit final documentation for the Smart Parking Management System necessary to properly document configuration, operation, and maintenance of the deployed system. Three (3) copies of each document will be provided as well as a digital file that can be distributed on the local shared network storage. The following is a list of documents are required for this project.

- 8.1 **User Manual.** Shall describe how the system is operated and maintained; can also be provided as an online help document if preferred. The User Manual should provide sufficient information such that end-users can operate as system administrators.
- 8.2 **System Acceptance Testing Results.** The final results of the system acceptance testing shall be summarized in a document to be provided to the COUNTY as part of the project record.

## ARTICLE 5 – REQUIRED SYSTEM COMPONENTS

### System Technology:

The following outlines the required components of the smart parking management system and specific functions of each within the system. The OFFEROR shall have fully developed, and active technologies prepared for deployment and operation of the smart parking management system and smartphone application.

1. **Smart Parking Central Management System Technology.** The central management system shall be a web-based software application accessible to designated St. Charles County and City staff. The central management system shall be provided for system administrators to view live status of the smart parking system, including device status, space occupancy, and zone utilization. The central management system shall allow users to query archived parking data for reporting and analysis and include integrated tools for reporting, analyzing, and visualizing data. This data shall include, but is not limited to occupancy rates, peak hour parking utilization, average time parked, and parking zone utilization. The central software application must include a user interface that displays occupied and available parking, and a heat map to clearly indicate where parking is over and under-utilized.
2. **Vehicle Detection Sensor Technology.** OFFEROR shall provide vehicle detection sensors that transmit real-time, individual parking space occupancy data to the central management system and smartphone application. Detection sensors can be a combination of in-ground, surface mounted, block-face, or overhead sensors that detect vehicles by means of infrared detection, magnetic detection, video technology, or combination thereof. Installations on Main Street are restricted to be overhead type and installment under the bricks by removing and replacing to preserve the historic streetscape. Communications to and between these devices must be achieved wirelessly. If the OFFEROR has other solutions to providing coverage along Main Street, please submit those solutions in the Vendors Question submittal due 5/16/22 for responses.
3. **Smartphone Application.** OFFEROR shall have a readily available smartphone application to deploy which provides a connected platform for end-users to easily view real-time parking availability at or near their desired destination. Parking locations and availability are to be visible within the application in real-time. The application shall be both iOS and Android compatible and must have the capability to provide users directions to their parking destination in-app, or by connecting with other wayfinding apps (i.e., Apple Maps, Google Maps, Waze).

The mapping interface shall reflect current industry standard (Google Maps, Esri, Leaflet, etc.).

4. **Data Storage and Ownership.** Archived data must be stored for a minimum of two years and be accessible from the central management system for reporting and analysis. A longer duration is desired if OFFEROR's storage and processing capacity allows without additional costs. The COUNTY shall be the sole owner of all data produced by the system, and the OFFEROR shall not transfer, sell, or share bulk data with any party other than the COUNTY.

## **ARTICLE 6 – PROPOSAL REQUIREMENTS**

OFFEROR shall provide one (1) signed paper copy proposal marked as "ORIGINAL". Along with these documents the OFFEROR shall also provide one (1) digital copy of the proposal in Acrobat Portable Document Format (PDF) on CD or USB. Any proposal package or envelope submitted after the due date and time will not be considered. The guidelines of this RFP submittal and required proposal format are listed below. The Proposals shall be no more than 50 pages submitted on 8 1/2" x 11" paper using a font no less than size 10 (excluding charts, graphs, tables, and other visual exhibits) and standard margins with identifiers or tabs separating the major sections of the Proposal.

Proposal tabs should be as follows:

- Cover Letter
- Introduction
- Project Approach
- Work Plan
- Schedule
- Security
- Maintenance and Support
- DBE, Workforce Diversity, and OJT Plan
- Appendix A: Resumes/Certificates
- Appendix B: Cost Proposal and Pricing Terms
- Appendix C: Customer References
- Appendix D: Product / Solution Materials
- Appendix E: Sample Maintenance Plan

### **1 Cover Letter.**

Letter on the firm's letterhead transmitting the proposal to the COUNTY, and signed by an authorized person, include the firm's contact and information on how to reach this person should questions by the COUNTY be necessary.

### **2 Introduction.**

This section must provide an overview of the OFFEROR and their qualifications. As part of this section provide the following:

- Description of the OFFEROR; history, company size, experience, etc.
- Project Manager name, contact information, summary of qualifications.
- Project team structure and organizational chart; include any sub-consultants or vendors that may support the project.

- List of key staff to work on the project with brief descriptions; attach formal resumes and any certifications for staff members listed in the proposal's appendix.
- Brief description of three similar deployments in the last 48 months; include contacts, dollar values, location(s), technology/systems deployed, contact references, and installation dates.

### **3 Project Approach.**

This Section must provide an overview of the system design, technology, and overall solution to be deployed to support the requirements of the RFP; include the following in the proposal:

- Description of the proposed solution, its advantages, and how it meets the requirements of the RFP.
- Description of the proposed solution's capabilities and capacity for future expansion.
- An overview of System Design plans as outlined in the RFP and description of how the design provides a best deployment to meet the goals and requirements of the project.
- Description of any hardware and equipment to be procured as part of the solution, include a basic description of each and product cut sheets in the proposal's appendix.
- Description of any commercial off the shelf software that will be used to support the deployment (e.g., Java, SQL Server, etc.).
- Description how the proposed solution can integrate with the County's and City's existing area network.

### **4 Work Plan.**

Under this Section, the OFFEROR must provide a summary of how they will design, deploy, configure, test, train, and maintain the proposed solution.

- Provide a work plan that describes how the OFFEROR will successfully meet the goals of this RFP.
- Briefly describe the each of elements of the OFFEROR's solution which meet the system requirements.
- Provide an overview of the Zones covered by the OFFEROR's proposed deployment and include the hardware technology proposed for each.
- Provide a summary of deployment for each of the required system components, including testing and verification procedures.
- Description of OFFEROR's training procedure for system users and administrators to be provided to COUNTY and City staff.
- Identify any critical actions that will be required of the COUNTY to ensure a successful deployment.
- Identify any challenges or anticipated issues that the COUNTY should be aware of that might impact the OFFEROR'S ability to complete the work as specified.
- Identify any assumptions that were made in preparing the work plan.

### **5 Schedule.**

Under this section OFFEROR will provide a summary of the proposed schedule of project delivery.

- Provide a preliminary schedule of work detailing timeline from kick-off through end of system testing and final product turn over.
- Identify any critical items or actions that would affect schedule, and how OFFEROR anticipates each be resolved.
- Specify any other challenges or anticipated issues that might impact schedule of delivery.

## **6 Data Security.**

Under this Section, the OFFEROR must provide a summary of how they will account for securing data and information.

- Provide a brief overview of how data will be secured from unauthorized outside access.
- Describe how data access and user actions are to be logged; and retrieved,
- Identify any challenges or anticipated issues that the COUNTY should be aware of that might impact the OFFEROR'S ability to securely handle the data and information to be used as part of the effort.

## **7 Maintenance and Support.**

This Section must cover how the OFFEROR handles maintenance and service for the provided solution and related hardware, software, and application(s). Include the following in the proposal:

- Description of how support calls are received, tracked, and any reports that are provided to the client to show how the issues have been resolved.
- Description of the recommended regular maintenance needs for the deployed solution, including all hardware and software.
- Description of how software will be maintained through the maintenance period, and detail how a typical maintenance update would be performed.
- Specify availability of staff for emergency, routine, and one-off support requests, and provide approximate response times for each scenario.

## **8 DBE, Workforce Diversity, and OJT Plan.**

This Section must cover how the OFFEROR will address the DBE program requirement (5% of total contract), and how the OFFEROR will utilize a DBE firm or firms, Workforce Diversity, and On-the-Job Training in delivering the project. Include the following in the proposal:

- Description of how a DBE firm or firms will be utilized as part of your project team to achieve the DBE participation goal of 5% of the total contract.
- Description of your firm's approach to promoting, developing, and utilizing a diverse workforce. Also, Description how your firm will assemble a well-rounded diverse project team to work on this project.
- Description of your firm's approach to developing an OJT training curriculum and how your firm would utilize professional/ technical IT trainees. Also, description of



how your firm would recruit professional/ technical IT trainee candidates to participate on the project team.

## **9 Appendix A: Resumes / Certifications.**

Place full resumes of critical staff that will be assigned to the work under this section. Resumes should be kept to no more than two (2) pages per individual. Also include, if applicable any software or product certifications, training credentials, or other materials that demonstrates competence of the staff to provide installation, configuration, and support of proposed solution.

## **10 Appendix B: Cost Proposal and Pricing Terms.**

Offeror shall provide a Maximum Not to Exceed Price in the Cost Proposal for the scope and requirements as outlined. The successful Offeror will be responsible for performing all services and furnishing all equipment listed in this RFP and Resulting Agreement within the stated price.

- 1) Each Offeror is responsible for its own expense in preparing, delivering, or presenting a proposal, and for subsequent interviews or negotiations with the County, if any, as provided for in this RFP.

## **11 Appendix C: Customer References.**

Provide a list of all completed projects of similar scope completed within the last 3 years. A minimum of three completed projects is required.

## **12 Appendix D: Product / Solution Materials.**

Screen shots, technical overviews, or other visual representations of the products, software, or services should be placed in this section. Section should be no more than five (5) pages in length.

## **13 Appendix E: Sample Maintenance & Support Plan.**

Provide a sample maintenance plan that details how support will be initialized, tracked, and executed. Section should be no more than five (5) pages in length.

## **ARTICLE 7 – PROPOSAL EVALUATION CRITERIA AND SELECTION**

The COUNTY intends to use an evaluation committee to conduct an evaluation of the Proposals received in response to this RFP. The evaluation committee will consist of members who have been selected because of their knowledge and special expertise of the services and/or products that are subject to this RFP. The OFFEROR may not contact members of the evaluation committee except at the COUNTY's request.

The Proposals will be initially reviewed to determine if they comply with the guidelines and required proposal format as outlined within the Proposal Requirements section of this RFP. All Proposals will then be evaluated to determine if they comply with the minimum qualifications of the RFP. Failure to meet these prerequisites could result in the Proposal being rejected.

All Proposals that satisfy the RFP prerequisites will then be reviewed and scored against the evaluation criteria noted below. The evaluation committee reserves the right to review references, request interview presentations, and/or conduct demonstrations

for short-listed Respondents as part of the evaluation process. The evaluation committee may also make adjustments to its initial scoring based on the additional or supplemental information obtained as part of any reference checks, the interview presentation, and/or product demonstrations requested.

All of this information will be used to tabulate a numerical final score using a point-rating and total score ranking system on the Proposals for consideration of potential selection and award. The COUNTY reserves the right to continue the evaluation of, and potentially select, any Proposal that most closely satisfies the prerequisites of this RFP.

<b>Proposed Solution Evaluation Criteria</b>		
<b>No.</b>	<b>Description</b>	<b>Points</b>
1	Capabilities and Experience	20
2	Project Approach (Satisfaction of System Requirements, Quality of: System Hardware, Software Solution and Displays, and Smartphone Application)	35
3	Work Plan and Schedule (Parking Zone Coverage, Deployment Strategy, Schedule of Delivery)	20
4	Maintenance & Support	15
5	Pricing Terms	10
6	DBE Goal	Pass/ Fail

***[Remainder of this page intentionally left blank.]***

## ARTICLE 8 - GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall govern the relationship between the Successful Offeror and the County absolutely and without exceptions. These General Terms and Conditions are not subject to revisions, exceptions, or negotiations and shall be part of the negotiated Resulting Agreement as if specifically set forth therein. The Offeror acknowledges, understands, and agrees that in order for its proposal to be accepted for consideration, the proposal shall not contain any reservation or exception to these Terms and Conditions.

1. **Agreement Components:** The Resulting Agreement between the County and the successful Offeror is comprised of and includes all the following documents: (a) this **RFP No. 22-077** issued by the County, including any addenda (collectively referred to as “**RFP**”); (b) the successful Offeror’s proposal in response to the RFP (hereinafter, “**Proposal**”); (c) the negotiated Contract, including all Exhibits, Schedules and Attachments, either attached to or incorporated into the Contract by reference; and (d) any changes to, amendments, modifications or supplementals of the negotiated Contract in reverse chronological order. A draft Resulting Agreement is attached to this RFP as **Exhibit A**.
  - A. **Order of Interpretation:** If there is a conflict, inconsistency, or a discrepancy among and between the terms in the various documents that are part of the Resulting Agreement, the following order of interpretation shall apply:
    - (1) The terms set forth in the RFP will prevail over a conflicting or inconsistent term between the RFP and the Proposal.
    - (2) The terms set forth in the negotiated Contract will prevail over a conflicting or inconsistent term between the RFP and the negotiated Contract.
    - (3) Conflicting terms within or between Exhibits, Schedule(s) and Attachments shall be interpreted by giving priority to the term decided by the County in its sole discretion.
    - (4) The successful Offeror shall request the County’s order of preference among conflicting requirements upon becoming aware of such conflict. The County reserves the right, in its sole discretion, to clarify any relationship in writing and such written clarification shall govern in case of any conflict with or inconsistency in the applicable requirements stated in the RFP and the successful Offeror's proposal.
  - B. **Referential Inclusion:** References in the Resulting Agreement to an Article or Section shall be deemed to be inclusive of all provisions within such Article or Section [e.g., a reference to Article **5** shall be deemed to include Section **5.A.** and a reference to Section **5.A.** shall be deemed to include Subsection **5.A.(1)**]. In addition, references in the Resulting Agreement to a specific Schedule shall be deemed to include all appendices attached to the referenced Schedule.
2. **Status as Independent Contractor:** The successful Offeror represents itself to be an independent contractor offering such services to the general public and shall not

represent itself or its employees to be an employee of the County. Therefore, the successful Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.

3. **Subcontractors:** Any Offeror's proposal must identify all subcontractors, if any, and outline the contractual relationship between the Offeror and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. County must approve the successful Offeror's subcontracting any portion of the services to be provided under the Resulting Agreement. The successful Offeror is responsible for the performance of any obligations that may result from this RFP and the Resulting Agreement and shall not be relieved by the non-performance of any subcontractor.
4. **DBE Goal:** The County is party to a contract with the Federal Highway Administration and the Missouri Highways and Transportation Commission, whereby "It is the policy of the U.S Department of Transportation and the [Missouri Highways and Transportation] Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds." The DBE goal for this project has been set at a minimum **5%** of the total contract amount.
5. **Certification:** All personnel utilized must be authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Offeror is found to be in violation of this requirement or applicable federal, state and /or local laws and/or regulations, and if the County of St. Charles has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Offeror from doing business with the County.

The Offeror agrees to fully cooperate with any audit from federal, state, or local auditor or investigation by federal, state, or local law enforcement agencies.

The Offeror agrees to Certifications for Federal-Aid Projects as follows:

#### Certifications for Federal-Aid Projects

(Note: These certifications are from MoDOT Standard Specifications Section 102.18.)

**102.18 Certifications.** The Offeror makes the following certifications by signing and submitting the proposal.

**102.18.1 Certification Regarding Affirmative Action and Equal Opportunity.** If the Offeror does not meet all requirements set forth in sub-paragraphs (a), (b) and (c) of this section, then the Offeror shall submit a statement indicating which elements the

Offeror has complied with and those elements that are not in fact true and correct. The statement shall be on company letterhead, signed by the Offeror and inserted inside the submitted proposal. The Offeror shall provide the following elements:

- (a) The Offeror has developed and has on file at each of the Offeror's establishments affirmative action programs pursuant to 41 CFR Part 60-2.
- (b) The Offeror has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR 60-1.4 and Executive Order No. 11246.
- (c) The Offeror has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs or the Director's designate or the EEO Commission, all reports due under the applicable filing requirements contained in 41 CFR, Part 60-1.

This certification applies to and shall be executed by each Offeror or proposed subcontractor if the proposed contract or subcontract on this project will equal or exceed \$10,000.00. This certification will also apply to any contractor or subcontractor that has contracts or subcontracts on federally assisted projects in any 12-month period that have or can reasonably be expected to have an aggregate total value exceeding \$10,000.00, 41 CFR 60-1.5(a)(1). The prime contractor shall assure that each of the subcontractors that meet the criteria will also execute and submit this certification to the Commission.

**102.18.2 Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgments.** The president or authorized official of the Offeror, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- (b) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years.
- (c) Does not have a proposed debarment or suspension pending. ‘
- (d) Has not been indicted, convicted, or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

**102.18.2.1** If there are any exceptions, the Offeror shall submit the exceptions on company letterhead, signed by the Offeror and inserted inside the Proposal submitted.

**102.18.2.2** Exceptions will be considered in determining Offeror responsibility and may result in rejection of the Proposal.

**102.18.2.3** For any exception noted, the Offeror shall indicate to whom it applies, the initiating agency, and dates of action.

**102.18.2.4** Providing false information may result in criminal prosecution or administrative sanctions.

**102.18.3 Certification Regarding Anti-Collusion.** In accordance with 23 USC 112, the Offeror shall certify, under penalty of perjury, that the Offeror has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Offeror in connection with this contract.

**102.18.4 Certification Regarding Lobbying Activities.** In accordance with 31 USC 1352, the Offeror shall certify that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Offeror shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions.

**102.18.4.1** This certification shall be a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification shall be a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification will be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

**102.18.4.2** The Offeror also agrees by submitting an offer that the Offeror shall require that the language of this certification be included in all subcontracts that exceed \$100,000, and that all such subrecipients shall certify and disclose any lobbying activities accordingly.

**6. *Employment of Unauthorized Aliens Prohibited:*** Pursuant to Section 285.530, RSMo, as a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation:

**A. Enrollment in Federal Work Authorization Program:** Affirm its enrollment and participate in in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services.

1. Acceptable enrollment and participation documentation consists of: a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Offeror, and the Department of Homeland Security - Verification Division.
2. Through its enrollment and participation in a federal work authorization program (**E-Verify**) the employer business entity shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer business entity shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMo 285.530 (4)]. The online address to enroll in the E-Verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**B. Worker Eligibility Affidavit:** Affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMo 285.530 (2)]

**C. Annual Submission Requirement:** Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this proposal request. Offerors may choose to send the required documentation using one of the following options:

- 1) Send the **Notarized Affidavit of Work Authorization (Exhibit D)** to the RFP to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; or
- 2) Send the **Notarized Affidavit of Work Authorization (Exhibit D)** to the RFP and E-Verify MOU signature page along with the proposal solicitation response.
- 3) These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page are valid and current for one (1) year from the date of the notarized affidavit. If the contract period extends past one (1) year, the successful Offeror shall submit the affidavit on each anniversary date on the affidavit. Failure to comply with this requirement shall be grounds for termination of the Resulting Agreement.

**7. *Law of Missouri to Govern:*** This RFP and the Resulting Agreement shall in all respects be interpreted under and governed by the laws of the State of Missouri without giving effect to conflicts of law principles. The Offeror shall comply with all local, state, and federal laws and regulations relating to this RFP and, if applicable, the performance of the Resulting Agreement.

8. **Venue:** Any legal action, suit or proceeding brought by any Offeror in any way arising out of or relating to this RFP and/or, as applicable, the Resulting Agreement shall be brought solely and exclusively in the Circuit Court of St. Charles County, Missouri or the federal district court located in St. Louis, Missouri, and each Offeror irrevocably accepts and submits to the sole and exclusive jurisdiction of such courts, generally and unconditionally. The Offeror shall not bring any legal action, suit or proceeding in any other jurisdiction against the County. The Offeror irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise, any objection that it may now or hereafter have to the venue of any of the aforesaid actions, suits or proceedings in the courts Described herein, and further waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this RFP and/or, as applicable, the Resulting Agreement or the subject matter hereof or thereof may not be enforced in and by such court.
9. **Ownership of Records:** All documents, reports, exhibits, etc., produced by the Offeror at the direction of the County and information supplied by the County shall remain the property of County. The County shall have the right to reproduce and/or use any products derived from the successful Offeror's work without payment of any royalties, fees, etc.
10. **Release to Public/Confidentiality:** No material or reports prepared by the successful Offeror shall be released to the public without the prior consent of the County. The Offeror shall not disclose to third parties confidential factual matters provided by County except as may be required by statute, ordinance, or order of court, or as authorized by the County. The Offeror shall notify the County immediately of any request for such information.
11. **Conflict of Interest:** Each Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under the Resulting Agreement. Each Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this RFP and the Resulting Agreement.
12. **Indemnification:** Each Offeror agrees to defend (with counsel chosen by the Offeror with consent of the County), indemnify and hold harmless the County, its members, officers, and employees from and against each and every claim, legal action or suit, whether in tort or contract, seeking remedies for any purported liability, losses, damages, and judgments for bodily injury, including death, and property damage, including destruction, arising from matters, actions, activities or operations pertaining to or connected with the Offeror's performance of its obligations under this RFP and, as applicable, the Resulting Agreement.
13. **Insurance:** For proposal purposes, Offerors must submit copies of certificates of insurance documenting the following coverages:



- A. Errors and Omissions (Professional Liability): With limits of not less than \$1.0 million per claim/\$2.0 million aggregate covering all services provided by the Contract. Coverage to be written on a claims-made basis.
- B. Commercial General Liability (CGL): \$1,000,000/\$3,000,000 including Products/Completed Operations. CGL coverage shall cover all liability arising from premises, operations, independent contractor and personal injury and liability assumed under an insured contract.
- C. Automobile Liability: covering liability arising out of the use of any owned, hired, leased or non-owned vehicle in an amount of no less than \$1,000,000 per occurrence.
- D. Workers Compensation/Employer's Liability: Statutory WC limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employers Liability in an amount of no less than \$1.0 million.
- E. Excess Umbrella: liability with a limit of no less than \$1,000,000 in excess of the above policies.
  - a. All insurance to be written through a company duly authorized to do business in the State of Missouri with an A.M. Best Rating of A-IX or higher.
  - b. The Professional Liability, CGL, Automobile and Umbrella policies shall be endorsed to include the County as an additional insured and provide for 30 days advance written notice of any material change.
  - c. A Waiver of Subrogation in favor of the County shall be endorsed on each of the policies.
  - d. The required insurance provided by the "Firm" shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the County.
  - e. A Certificate of Insurance evidencing the above coverage(s) together with a copy of the required endorsements shall be provided to the County prior to the commencement of any work.

**14. Non-Appropriation:** Any obligation on the part of the County to pay any amount due under the Resulting Agreement is subject to appropriation by the County in each fiscal year of funds sufficient to fulfill the terms of the Resulting Agreement. Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which the County's obligation to pay any amount due under the Resulting Agreement applies, the County's obligation to pay any funds under the Resulting Agreement shall cease immediately without penalty of further payment being required, and the Resulting Agreement will terminate upon written notice to the successful Offeror by the County that there are no sufficient authorized funds lawfully available to meet the County's payment obligations as the appropriation was not voted in the annual budget ordinance.

15. **County's Right to Terminate for Convenience:** The County may, for any reason or for its convenience, terminate the Resulting Agreement, in whole or in part, by issuing a written notice of termination to the successful Offeror, which states the effective date of the termination.
16. **Examination of Records (Exhibit C):** The Successful Offeror's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The successful Offeror must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Successful Offeror is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Successful Offeror's operations, obtained during audits, will be kept confidential.

The Successful Offeror will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

17. **Veteran Friendly Employment Policy:** Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information.

\_\_\_\_\_ "YES" our company has a veteran friendly employment policy.

\_\_\_\_\_ "NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.

***[Remainder of page left blank intentionally.]***

## **FORM FHWA – 1273**

### **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

As accepted and revised on May 1, 2012.

#### **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the- job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts,

fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:



(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of

the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. Apprentices and Trainees (programs of the U.S. DOT).

d. Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1.** The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a.** The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1)** the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:
  - a. By signing and submitting this proposal, the prospective first tier participant is providing the certification

set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any

Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

***[Remainder of page left blank intentionally.]***

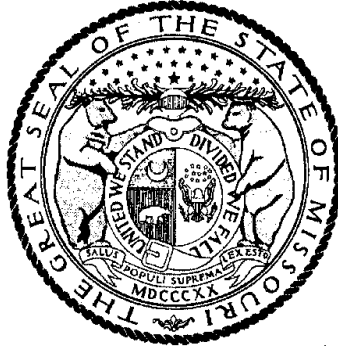
**19. State Wage Rates**

**STATE WAGE RATES**

**MISSOURI DIVISION OF LABOR STANDARDS  
Wage and Hour Section  
Annual Wage Order No. 28**

All projects solicited or advertised for bid on or after March 10, 2021 should use Annual Wage Order 28, which went into effect March 10, 2021.

Missouri  
**Division of Labor Standards**  
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

**Annual Wage Order No. 28**

Section 092  
**ST. CHARLES COUNTY**

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

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

**Prepared by Missouri Department of Labor and Industrial Relations**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$64.74
Boilermaker	\$71.41
Bricklayer	\$56.71
Carpenter	\$57.78
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.05
Plasterer	
Communications Technician	\$71.25
Electrician (Inside Wireman)	\$67.61
Electrician Outside Lineman	*\$29.14
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$88.60
Glazier	\$57.04
Ironworker	\$63.65
Laborer	\$46.62
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$52.46
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.79
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.74
Plumber	\$71.80
Pipe Fitter	
Roofer	\$54.11
Sheet Metal Worker	\$68.89
Sprinkler Fitter	\$72.42
Truck Driver	*\$29.14
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.

Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# Heavy Construction Rates for ST. CHARLES County

## Section 092

OCCUPATIONAL TITLE	**Prevailing HourlyRate
Carpenter	\$57.70
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$66.53
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.74
General Laborer	
Skilled Laborer	
Operating Engineer	\$62.92
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*\$29.14
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

\*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.



# OVERTIME AND HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May; July fourth;  
The first Monday in September; November eleventh;  
The fourth Thursday in November; and December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

***[Remainder of page left blank intentionally.]***

## 20. Federal Wage Rates

### FEDERAL WAGE RATE

As accepted and revised on April 8, 2022 by General Decision Number: MO20220001.

"General Decision Number: MO20220001 04/08/2022  
Superseded General Decision Number: MO20210001  
State: Missouri  
Construction Types: Heavy and Highway  
Counties: Missouri Statewide.

#### HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>	The
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>	

applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/04/2022
3	02/18/2022
4	02/25/2022
5	03/04/2022
6	04/01/2022
7	04/08/2022

CARP0002-002 05/01/2021

#### ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$39.72	\$18.90

CARP0005-006 05/01/2021

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS .....	\$41.37	\$18.90
MILLWRIGHTS & PILEDRIVERS .....	\$41.37	\$18.90

CARP0011-001 05/01/2021

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

	Rates	Fringes
.....	\$33.69	\$18.90

ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES

	Rates	Fringes
.....	\$32.10	\$18.90

AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES

	Rates	Fringes
.....	\$33.70	\$18.90

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

	Rates	Fringes
.....	\$31.68	\$18.90

BENTON, MORGAN AND PETTIS

	Rates	Fringes
.....	\$32.15	\$18.90

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES

	Rates	Fringes
.....	\$33.54	\$18.90

BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES

	Rates	Fringes
.....	\$32.85	\$18.90

CARTER, HOWELL, OREGON AND RIPLEY COUNTIES

	Rates	Fringes
.....	\$32.43	\$18.90

CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES

	Rates	Fringes
.....	\$33.53	\$18.90

FRANKLIN COUNTY

	Rates	Fringes
.....	\$37.14	\$18.90

JEFFERSON AND ST. CHARLES COUNTIES

Rates	Fringes
-------	---------

.....	\$39.72	\$18.90
LINCOLN COUNTY		
.....	Rates	Fringes
.....	\$35.50	\$18.90
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES		
.....	Rates	Fringes
.....	\$34.36	\$18.90
WARREN COUNTY		
.....	Rates	Fringes
.....	\$35.96	\$18.90

-----  
ELEC0001-002 05/31/2020

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 .....	\$40.61	\$27.06

-----  
ELEC0002-001 01/01/2022

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 .....	\$42.67	\$22.58
Groundman & Truck Driver .....	\$32.60	\$18.90
Lineman & Cable Splicer .....	\$49.71	\$25.15

-----  
ELEC0053-004 08/01/2021

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)

	Rates	Fringes
Groundman Powderman .....	\$33.58	\$18.34
Groundman .....	\$31.33	\$17.60
Lineman Operator .....	\$45.60	\$22.48
Lineman .....	\$50.31	\$24.11

Line Construction;

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

	Rates	Fringes
Groundman Powderman .....	\$33.58	\$18.34
Groundman .....	\$31.33	\$17.60

Lineman Operator .....	\$45.60	\$22.48
Lineman .....	\$50.31	\$24.11

ELEC0095-001 06/01/2020

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$25.40	\$12.19
Electricians .....	\$27.43	\$17.44

ELEC0124-007 09/28/2021

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

	Rates	Fringes
Electricians .....	\$41.79	\$23.67

ELEC0257-003 03/01/2021

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 .....	\$34.60	\$16.38

ELEC0350-002 12/01/2019

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 .....	\$32.50	\$17.65

ELEC0453-001 09/01/2020

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.....	\$28.10	\$15.81
PULASKI and TEXAS COUNTIES.....	\$32.76	\$16.27
STONE and TANEY COUNTIES .....	\$23.89	\$14.99

ELEC0545-003 06/01/2021

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

	Rates	Fringes
Electricians: .....	\$34.00	\$18.65

ELEC0702-004 12/30/2019

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

	Rates	Fringes
Line Construction:		

Groundman - Class A.....	\$30.31	29% + \$7.75
Groundman-Equipment Operator Class II (all other equipment)....	\$38.46	29% + \$7.75
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger) .....	\$43.88	29% + \$7.75
Lineman .....	\$53.51	29% + \$7.75

-----  
ENGI0101-001 05/01/2020

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 .....	\$34.73	\$18.20
GROUP 2 .....	\$34.33	\$18.20
GROUP 3 .....	\$32.33	\$18.20

#### 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; Oiler driver 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 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		

GROUP 1 .....	\$37.02	\$19.89
GROUP 2 .....	\$35.98	\$19.89
GROUP 3 .....	\$31.51	\$19.89
GROUP 4 .....	\$34.86	\$19.89

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: "A" Frame truck operator; 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 05/01/2019

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 .....	\$31.72	\$14.88
GROUP 2 .....	\$31.37	\$14.88
GROUP 3 .....	\$31.17	\$14.88
GROUP 4 .....	\$29.12	\$14.88

#### 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 05/05/2021

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	\$37.11	\$28.36
.....		
GROUP 2	\$37.11	\$28.36
.....		
GROUP 3	\$35.21	\$28.36
.....		
GROUP 4	\$31.75	\$28.36
.....		

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; 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 conjenction 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 05/01/2021

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 .....	\$32.14	\$28.22
GROUP 2 .....	\$31.79	\$28.22
GROUP 3 .....	\$31.59	\$28.22
GROUP 4 .....	\$27.94	\$28.22

## 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; roter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

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

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; 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 05/05/2021

### ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$37.11	\$28.36
GROUP 2.....	\$37.11	\$28.36
GROUP 3.....	\$35.21	\$28.36
GROUP 4.....	\$31.75	\$28.36

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; 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 and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-green); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

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

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

#### HOURLY PREMIUMS:

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

Wrecking, when machine is working on  
second floor or higher .50

IRON0010-012 04/01/2021

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, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties

	Rates	Fringes
.....	\$31.50	\$31.99

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.

	Rates	Fringes
.....	\$30.55	\$30.44

ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES

	Rates	Fringes
.....	\$34.50	\$31.99

IRON0321-002 08/01/2021

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker .....	\$23.00	\$19.61

IRON0396-004 08/04/2021

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 .....	\$36.71	\$28.96

IRON0396-009 08/04/2021

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 .....	\$32.24	\$28.96

IRON0577-005 08/01/2021

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

	Rates	Fringes
Ironworker .....	\$28.00	\$24.85

IRON0584-004 06/01/2021

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

	Rates	Fringes
Ironworkers.....	\$26.25	\$15.35

IRON0782-003 08/01/2021

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 .....	\$35.13	\$28.27
All Other Work .....	\$29.34	\$24.12

LABO0042-003 03/04/2021

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer .....	\$35.00	\$16.37

LABO0042-005 03/04/2021

ST. LOUIS (City and County)

LABORER

	Rates	Fringes
Dynamiter, Powderman .....	\$35.00	\$16.37
Laborers, Flaggers.....	\$35.00	\$16.37
Wrecking .....	\$35.00	\$16.37

LABO0424-002 05/01/2021

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.....	\$31.47	\$14.97
GROUP 2.....	\$31.47	\$14.97

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 .....	\$31.47	\$14.97
GROUP 2 .....	\$31.47	\$14.97

FRANKLIN COUNTY

GROUP 1 .....	\$33.69	\$14.97
GROUP 2 .....	\$34.29	\$14.97

JEFFERSON COUNTY

GROUP 1 .....	\$33.74	\$14.97
GROUP 2 .....	\$34.34	\$14.97

LINCOLN, MONTGOMERY AND WARREN COUNTIES

GROUP 1 .....	\$32.49	\$14.97
GROUP 2 .....	\$33.09	\$14.97

ST. CHARLES COUNTY

GROUP 1 .....	\$35.16	\$14.97
GROUP 2 .....	\$35.16	\$14.97

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 05/01/2021

LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)

GROUP 1 .....	\$27.71	\$15.92
GROUP 2 .....	\$28.06	\$15.92

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 .....	\$26.76	\$15.07
GROUP 2 .....	\$27.31	\$15.07

LABORER (LAFAYETTE COUNTY)

GROUP 1 .....	\$28.31	\$15.31
GROUP 2 .....	\$28.66	\$15.31

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams;

riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; 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 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$33.05	\$16.81
GROUP 2.....	\$34.26	\$16.81

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 04/01/2020

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 .....	\$26.64	\$13.98
Brush and Roll; Taping, Paperhanging .....	\$24.64	\$13.98
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work- Platforms over 50 feet high; Lead Abatement .....	\$25.64	\$13.98
Spray; Structural Steel (over 50 feet).....	\$24.64	\$13.98
Tapers using Ames or Comparable Tools .....	\$25.39	\$13.98

PAIN0003-004 04/01/2019

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

Painters:

	Rates	Fringes
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks ...	\$33.41	\$17.76
Brush & Roller .....	\$30.54	\$17.76
Drywall.....	\$31.74	\$17.76
Paper Hanger .....	\$31.04	\$17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping.....	\$32.41	\$17.76
Steeplejack.....	\$36.98	\$17.76

PAIN0003-011 04/01/2019

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

Painters:

	Rates	Fringes
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks ...	\$26.73	\$17.76
Brush & Roller .....	\$24.43	\$17.76
Drywall.....	\$25.39	\$17.76
Paper Hanger .....	\$24.83	\$17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping.....	\$26.35	\$17.76
Steeplejack.....	\$29.58	\$17.76

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

Painters:

	Rates	Fringes
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

Painters:

	Rates	Fringes
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 09/01/2021

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

	Rates	Fringes
Bridges, Stacks & Tanks .....	\$33.46	\$14.53
Brush & Roller .....	\$27.96	\$14.53
Spray & Abrasive Blasting, Waterblasting (over 5000 PSI) .....	\$29.96	\$14.53

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

PAIN1292-003 09/01/2021

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks .....	\$33.46	\$14.53
Brush & Roller .....	\$27.96	\$14.53
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI) .....	\$29.96	\$14.53

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

PAIN2012-001 04/01/2020

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

Painters:

	Rates	Fringes
Brush & Roller .....	\$32.91	\$17.86

Sandblaster .....	\$34.41	\$17.86
Steeplejack.....	\$37.98	\$17.86

PLAS0518-006 03/01/2022

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 .....	\$25.77	\$12.43

PLAS0518-007 04/01/2022

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

	Rates	Fringes
Cement Masons:.....	\$35.12	\$18.30

PLAS0518-011 04/01/2022

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER .....	\$34.93	\$20.50

PLAS0527-001 04/01/2021

	Rates	Fringes
CEMENT MASON FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$34.79	\$19.58

JEFFERSON, ST. CHARLES COUNTIES AND

ST. LOUIS (City and County) .....	\$35.96	\$19.56
-----------------------------------	---------	---------

PLAS0527-004 06/01/2021

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

	Rates	Fringes
CEMENT MASON. ....	\$ 30.30	19.48

PLAS0908-001 05/01/2021

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

	Rates	Fringes
CEMENT MASON .....	\$ 30.30	17.53

PLAS0908-005 05/01/2021

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 .....	\$30.30	\$17.53

PLUM0008-003 06/01/2021

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
--	-------	---------

Plumbers .....	\$49.43	\$23.29
----------------	---------	---------

PLUM0008-017 06/01/2021

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

	Rates	Fringes
Plumbers .....	\$49.43	\$23.29

PLUM0045-003 08/01/2021

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

	Rates	Fringes
Plumbers and Pipefitters .....	\$39.80	\$25.05

PLUM0178-003 11/01/2021

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

	Rates	Fringes
Plumbers and Pipefitters .....	\$34.25	\$15.32

PLUM0178-006 11/01/2021

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

Plumbers and Pipefitters

	Rates	Fringes
Projects \$750,000 & under .....	\$31.28	\$15.32
Projects over \$750,000 .....	\$34.25	\$15.32

PLUM0533-004 06/01/2021

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

	Rates	Fringes
Pipefitters .....	\$49.98	\$22.95

PLUM0562-004 07/01/2021

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 .....	\$43.16	\$21.49
Mechanical Contracts including all piping and temperature control work over \$7.0 million .....	\$45.10	\$27.85

PLUM0562-016 07/01/2021

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 .....	\$43.16	\$21.49
Mechanical Contracts including all piping and temperature control work over \$7.0 million .....	\$45.10	\$27.85

TEAM0013-001 05/01/2021

Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)

	Rates	Fringes
GROUP 1 .....	\$31.44	\$14.75
GROUP 2 .....	\$31.60	\$14.75
GROUP 3 .....	\$31.59	\$14.75
GROUP 4 .....	\$31.71	\$14.75

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)

	Rates	Fringes
GROUP 1 .....	\$32.17	\$14.75
GROUP 2 .....	\$32.33	\$14.75
GROUP 3 .....	\$32.32	\$14.75
GROUP 4 .....	\$32.44	\$14.75

Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)

	Rates	Fringes
GROUP 1 .....	\$34.53	\$14.75
GROUP 2 .....	\$34.64	\$14.75
GROUP 3 .....	\$34.68	\$14.75
GROUP 4 .....	\$34.75	\$14.75

Truck drivers (LINCOLN and WARREN COUNTIES)

	Rates	Fringes
GROUP 1 .....	\$33.18	\$14.75
GROUP 2 .....	\$33.29	\$14.75
GROUP 3 .....	\$34.33	\$14.75
GROUP 4 .....	\$33.40	\$14.75

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 05/01/2020

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)

	Rates	Fringes
GROUP 1 .....	\$31.37	\$14.25
GROUP 2 .....	\$31.53	\$14.25
GROUP 3 .....	\$31.52	\$14.25
GROUP 4 .....	\$31.64	\$14.25

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

	Rates	Fringes
GROUP 1 .....	\$30.64	\$14.25
GROUP 2 .....	\$30.80	\$14.25
GROUP 3 .....	\$30.79	\$14.25
GROUP 4 .....	\$30.91	\$14.25

Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)

	Rates	Fringes
GROUP 1 .....	\$32.58	\$14.25
GROUP 2 .....	\$32.69	\$14.25
GROUP 3 .....	\$32.73	\$14.25
GROUP 4 .....	\$32.80	\$14.25

#### 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 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Truck drivers:

	Rates	Fringes
GROUP 1 .....	\$34.71	\$16.75
GROUP 2 .....	\$34.14	\$16.75
GROUP 3 .....	\$33.62	\$16.75

#### TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks; Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle  
GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2017 ST LOUIS CITY AND COUNTY

Truck drivers:

	Rates	Fringes
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.

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:

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

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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.

=====

END OF GENERAL DECISION"

***[Remainder of page left blank intentionally.]***



## **COST PROPOSAL**

Project Management	\$ _____
System Design	\$ _____
System Hardware (SUBTOTAL)	\$ _____
In-Pavement Sensors	\$ _____
Overhead Sensors	\$ _____
Block Face Sensors	\$ _____
Surface Mount Sensors	\$ _____
Communications Devices	\$ _____
Server Environment(s) (if any)	\$ _____
System Construction (SUBTOTAL)	\$ _____
Mobilization	\$ _____
Device Installation	\$ _____
Power Cutover (if any)	\$ _____
Central Management System	\$ _____
Smartphone Application	\$ _____
Licensing (SUBTOTAL)	\$ _____
Software	\$ _____
Cost per User	\$ _____
Cost per Device	\$ _____
Data Processing and Archiving	\$ _____
Testing and Verification	\$ _____
Training	\$ _____
Documentation	\$ _____
Maintenance – Year 1	\$ _____
Maintenance – Year 2	\$ _____
Maintenance – Year 3	\$ _____
<b>TOTAL PROJECT COST</b>	<b>\$ _____</b>

**Note 1:** No travel expense payments and/or reimbursements shall be made to the Successful Offeror for providing any of the services described herein, since it is expected that such expenses are already included and reflected in the price quoted.

**Note 2:** The table above states the minimum required Pricing information. For any additional pricing information, please insert additional lines to the table above, or submit a new table, or attach additional pages, clearly marked "PRICING PAGE".

**Note 3:** For any line included in the table above for which the OFFEROR is not providing the product or service within their Proposal, OFFEROR shall write "None provided" in the associated space provided for that line.

**Note 4:** The costs of the software and licenses including any COTS, or seats, or other fees shall be included in the Cost Proposal line "Licensing". The OFFEROR will provide a breakdown of how the license fee was calculated and supply this breakdown as part of the Cost Proposal line "Licensing". For example, if licensing is based on a per user basis or capacity used; then the cost to add each additional user or expand system coverage shall be provided. This per unit price shall be considered locked in over the course of the deployment and maintenance periods.

***[Remainder of page left blank intentionally.]***

### **Exception Sheet**

If the item(s) and/or services proposed in the response to this Request for Proposals is in any way different from that contained in this Request for Proposals, the Firm is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the Firm's offer is in total compliance with all aspects of the proposal or Qualification.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_