

## **REQUEST FOR PROPOSAL**

JUNE 9, 2023  
FRANCIS HOWELL SCHOOL DISTRICT

FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS

PROPOSAL DUE NO LATER THAN: JULY 13, 2023 AT 9:00AM

FOR MORE INFORMATION CONTACT LANCE BROUGHTON AT 314-220-2755

**This inquiry implies no obligation on the part of the Francis Howell School District.**

**The Francis Howell School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The district reserves the right to waive any informalities, or reject any or all bids or any part of any bid. Any bid received after the time and date specified above shall not be considered.**

**Bidders are cautioned that the quoted goods and/or services must be provided at the price submitted. No increase in price will be permitted pending acceptance or rejection of the bid. All bids shall be deemed final, and no bid shall be subject to correction or amendment for error or miscalculation.**

**Purchases made by the Francis Howell School District are not subject to state or local taxes or federal excise taxes. The official state tax exemption letter shall be furnished upon request.**

**All labor is to be paid at "prevailing wage rates" in accordance with Prevailing Wage Order #29, or the most recent version thereof.**

**All bidders are encouraged to use workers on the projects that are trained and skilled in their respective field, evidenced by having completed or being currently enrolled in a training program or apprenticeship program, so as to provide the District with the most qualified workers to complete projects.**

**In the event no funds or insufficient funds are appropriated and budgeted for this service, the district shall, not less than sixty (60) days prior to the end of a fiscal period, in writing, notify the company to terminate the contract.**

**Bids must be mailed to the Francis Howell School District Facilities Department 828 O'Fallon Road, St. Charles, MO 63304 or hand carried to this office at the above address. Only bids typed or written in ink will be considered. The bid must be signed and sealed in an envelope, marked clearly with the bidder's name, address and "Francis Howell School District FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS".**

**Bid form includes Appendix A, B, and C.**

## **General Conditions**

The purpose of this Request for Proposal (RFP) is to establish the requirements for the requested services, and to solicit Proposals from firms (hereafter "Company") for providing such services.

1. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
2. Electronic or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.
3. The District is not responsible for lateness or non-delivery by the US Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt.
4. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline.
5. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.
6. Any explanation or statement that the Company wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Company so indicates, it is understood that the Company has proposed in strict accordance with the RFP requirements.
7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
8. The District reserves the right to decline any or all Proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
9. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District after the scheduled closing time for the receipt of Proposals.
10. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
11. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
12. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to the Director of Operations and Facilities. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.

13. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company's Proposal.
16. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
17. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
18. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
19. The District reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.
20. The District reserves the right to negotiate final Agreement terms with any Company, regardless of whether such Company was interviewed or submitted a best and final Proposal.
21. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
22. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.
23. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
24. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
25. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
26. The successful Company must not at any time assign any portion of its contract with the District nor shall it assign the contract without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of

the District, other than as listed in the Proposal submission.

27. The District reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.
28. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Company.
29. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
30. Initial Proposals may not be withdrawn for 90 calendar days from the due date for Proposals except with the express written consent of the District.
31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
32. The District shall not be responsible for any pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
33. The Board of Education of the Francis Howell R-III School District seeks to ensure that the highest quality workmanship will be performed on its projects. As such, all bidders are encouraged to use workers on the project that are trained and skilled in their respective field, evidenced by having completed or being currently enrolled in a training program or apprenticeship program, so as to provide the District with the most qualified workers to complete its projects.



## **CONTRACT DOCUMENTS**

FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS

FRANCIS HOWELL SCHOOL DISTRICT  
828 OFALLON ROAD  
ST. CHARLES, MISSOURI, 63304

### **INTRODUCTION**

**It is the intent of this document to set forth plans and specifications for a complete and usable project. It shall be the duty of the contractor to bring to the attention of the Owner any omissions, conflicts, or errors which could compromise this aim.**

## INFORMATION FOR BIDDERS

### 1. BID GUARANTY:

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the Francis Howell School District as a guarantee that the bidder will execute a contract and furnish the required bond if his bid is accepted.

### 2. OPENING OF BIDS:

All bids will be opened publicly and read aloud at the place designated and at the time set in the Advertisement for Bids. The right to reject any or all bids and to waive defects or technicalities in bids is reserved. Collusion between bidders is sufficient cause to disqualify all bidders so involved.

### 3. RETURN OF BIDDER'S DEPOSITS:

The bid guaranty, whether check or bid bond, of the low bidder will be retained until the contract has been executed by the successful bidder, all insurance requirements met and satisfactory contract bond furnished. The check of the low bidder will then be returned. The bid guaranty of the second low bidder will be returned when the Francis Howell School District has determined that the award will not be made to that firm. If errors or irregularities appear in the bid of either of the two apparent low bidders that create doubt as to the status of such bid, the bid guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, the checks of the other bidders will be returned. Any bid bond furnished as a bid guaranty will be returned only upon the request of the bidder furnishing it. If an award is not made, all checks will be returned to the bidders.

### 4. FORM OF PROPOSAL:

All bids must be made on the attached form of proposal. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineation, or otherwise the bid proposal will be voided.

Bids must be properly signed in ink by the bidder or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of member thereof. When made by a corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to bind it in the matter and with proof of his authority. When filed, the bid with the accompanying bid security must be enclosed together with the Contract Documents and Specifications book in a sealed envelope, clearly marked on the outside with the project name, addressed to Mr. Jeremy Boettler, Francis Howell School District Facilities Department, 828 OFALLON ROAD, St. Charles, Missouri, 63304. The bidder shall designate on the bid blank his official address to which all communications can be mailed. No facsimiles will be accepted.

### 5. AWARD OF CONTRACT:

The Francis Howell School District will award the contract within a period not exceeding SIXTY days after the date of opening the bids, or else will reject all bids. The Francis Howell School District reserves the right to require the successful bidder to file proof of their successful completion of similar projects.

6. EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign the contract and performance bond and return them to the Francis Howell School District within seven (7) days after receipt of the contract. Failure to execute the contract and bonds and return them to the Francis Howell School District within seven (7) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid guaranty to the Francis Howell School District.

7. PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the Francis Howell School District, conditioned for the faithful performance and payment of this contract and the guarantee of the work.

8. RIGHT RESERVED TO REJECT BIDS:

The Francis Howell School District reserves the right to reject any or all bids.

9. COMPLETION TIME:

The Contractor shall commence work within seven (7) days after the date of written notice from the Francis Howell School District to begin work, and shall complete all work within the number of days detailed in the Contract Agreement after the expiration date of such seven (7) day period. Contractor can submit a schedule with bid. Timelines will be scheduled with owner. Progress and completion of work and damage if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

10. PERMITS AND REGULATIONS:

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The contractor is required to observe all laws and ordinances relating to the installation of mechanical and electrical equipment, and all general ordinances affecting them or their employees or their work hereunder in their relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract. If the contractor observes that the drawings and specifications are at variance with laws and regulations, they shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the Francis Howell School District, they shall bear all costs arising therefrom.

11. NO OTHER INTERESTED PARTIES:

The contractor declares that the only persons interested in this contract as principals are therein named as such; that no official of the Francis Howell School District and no person acting for or employed by the Francis Howell School District is directly or indirectly interested in this bid, or in any contract which may be made under it, or in any expected emolument, or profit to arise therefrom; that their bid and their contract are made in good faith, without fraud, collusion or connection with any other person bidding for the same work.

12. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of seven (7) days after the scheduled closing time

for the receipt of bids.

13. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer, or agent of the Francis Howell School District is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered, and the contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the Francis

Howell School District either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the contractor has informed themselves fully as to the conditions relating to construction and labor under which the work will be performed, and agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

14. CONDITIONS IN BIDDER'S PROPOSAL:

The bidder shall not stipulate in their proposals any conditions not contained in the form of proposal contained in the contract documents.

15. TAXES:

Bidders shall include in their proposals any sales or use taxes that they are required by law to pay. This project is exempt from all sales taxes for construction materials and suppliers used directly in fulfilling contract requirements. Sales tax shall not be included into the unit costs for this project. The contractor shall follow the regulation as outlined in Missouri 12 CSR 10-3.388 Construction Materials.

The Francis Howell School District will issue the contractor a tax exemption letter and a project exemption certificate. These documents are to be given to the applicable suppliers and used only for the project identified and will expire on the date indicated unless otherwise renewed by the Francis Howell School District.

16. RIGHTS-OF-WAY:

The Francis Howell School District will provide all rights-of-way upon which work is to be done.

17. INSURANCE:

The successful bidder must provide three (3) properly executed certificates of insurance and three (3) copies of the performance and payment bonds filled out on the Francis Howell School District's performance bond form, prior to the signing of the contract with the Francis Howell School District.

Liability Insurance: The Contractor and any subcontractor shall indemnify and save harmless the Francis Howell School District from all suits or action of every name and description brought against the Francis Howell School District for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the contractor or sub-contractor, their agents or

employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the contractor or subcontractor, their employees, agents or assigns.

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the Francis Howell School District with a company licensed to do business in the State of Missouri and satisfactory to the Francis Howell School District and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the contractor in protecting the Francis Howell School District from damage or injury claims. The Francis Howell School District shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the Francis Howell School District may determine to be adequate, and without thereby limiting the liability of the contractor in protecting the Francis Howell School District from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, a Francis Howell School District's protective insurance policy satisfactory to the city naming the Francis Howell School District as additionally insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the Workmen's Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the Francis Howell School District of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
  - 1) Injury or death of one person . . . . \$1,000,000
  - 2) Injury to more than one person  
in a single accident . . . . . \$2,000,000
  - 3) Property damage . . . . . \$1,000,000
- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
  - 1) Injury or death of one person . . . . \$1,000,000
  - 2) Injury to more than one person  
in a single accident . . . . . \$2,000,000
  - 3) Property damage . . . . . \$1,000,000

Certificates of insurance sent to the Francis Howell School District as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the Francis Howell School District.

1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the Francis Howell School District of written notice thereof.
2. A certificate of insurance must be filed with the Francis Howell School District.
3. The Francis Howell School District must be listed on all Certificates of Insurance as additional insured.
4. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

18. CONTRACTOR'S WORK SCHEDULE:

The contractor shall submit a preliminary work schedule for the Francis Howell School District's approval prior to initiation of construction. This schedule must show that steady uninterrupted progress is planned for the improvements and that minimum disruption of building services will take place. This schedule shall be updated monthly through the length of the project.

19. PRICE TO BE WRITTEN:

If space is provided on the bid form, all prices shall be written in words, as well as expressed in figures, where space is provided. In case of a discrepancy between the prices written in words and prices written in figures, the prices written in words will be used.

20. COMPLIANCE:

The successful bidder will be required to comply with the Division of Labor Standards, Wage Determination Rate, which is made a part of this specification. Prevailing wage rates apply.

21. CONSTRUCTION COSTS:

All units of construction necessary for the completion of the project shall be performed at no additional cost to the Francis Howell School District unless specifically listed as a pay item.

22. UTILITIES:

The Contractor will be required to have all utilities located. Damage to existing utilities due to neglect of the contractor shall be repaired at the contractor's expense.

23. SAFETY:

The contractor is responsible for all job site safety and shall follow all governmental rules and regulations particularly those of the Occupational Safety and Health Administration (OSHA).

24. ADDENDA:

No interpretation of the meaning of the plans, specifications, or other prebid documents will be made to any BIDDER orally. Every request for such interpretation should be in writing addressed to:

LANCE BROUGHTON  
Francis Howell School District Facilities Department  
828 OFALLON ROAD  
St. Charles, Missouri, 63304  
636-851-6300

and to be given consideration must be received at least one (1) week prior to the date fixed for the opening of bids.

Any and all such interpretations to the specifications which, if issued, will be faxed, delivered by courier, or mailed by certified mail with return receipt requested to all prospective BIDDERS (at the respective addresses furnished for such purposes), not later than four (4) days prior to the date fixed for the opening of bids. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

## **SECTION 2.1 MATERIALS AND WORKMANSHIP**

- 2.1.01 **MATERIALS FURNISHED BY THE CONTRACTOR:** All materials used in the work shall meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Francis Howell School District. All materials not otherwise specifically indicated shall be furnished by the contractor.
- 2.1.02 **MATERIALS FURNISHED BY THE FRANCIS HOWELL SCHOOL DISTRICT:** Materials specifically indicated shall be furnished by the Francis Howell School District. The fact that the Francis Howell School District is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the contractor may continue to use it until otherwise directed. If the contractor discovers any defect in material furnished by the owner, they shall notify the Francis Howell School District. Unless otherwise noted or specifically stated, materials furnished by the Francis Howell School District, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The contractor shall be prepared to unload and properly protect all such material from damage or loss. The contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 2.1.03 **STORAGE OF MATERIALS:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the Francis Howell School District or lessee.
- 2.1.04 **CHARACTER OF WORKMEN:** The contractor shall at all times be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the contractor or sub-contractor who, in the opinion of the Francis Howell School District, does not perform their work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Francis Howell School District, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Francis Howell School District.
- 2.1.05 **REJECTED WORK AND MATERIALS:** All materials which do not conform to the requirements of the contract documents are not equal to samples approved by the Francis Howell School District, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten days after written notice is given by the Francis Howell School District, and the work shall be re-executed by the contractor. The fact that the Francis Howell School District may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- a) Should the contractor fail to remove work or materials rejected within ten days after written notice to do so, the Francis Howell School District may remove them and may store the material.
  - b) Correction of faulty work after final payment shall be in accordance with Paragraph 2.6.19.
- 2.1.06 **MANUFACTURER'S DIRECTIONS:** Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 2.1.07 **CUTTING AND PATCHING:** The contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The contractor shall restore all such cut or patched work as directed by the Francis Howell School District. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Francis Howell School District and under his (her) direction.



- 2.1.08 CLEANING UP: The contractor shall remove from the owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.
- 2.1.09 GUARANTY PERIOD: The contractor shall warrant all material furnished, equipment furnished and work performed by them for a period of two years from the date of written acceptance of the work. This warranty shall be documented to the Francis Howell School District in writing by an authorized representative of the contractor. Failure of contractor to provide written warranty does not absolve contractor of said warranty.

## **SECTION 2.2 PROGRESS AND COMPLETION OF WORK**

**2.2.01 NOTICE TO PROCEED:** Following the execution of the contract by the Francis Howell School District, written notice to proceed with the work shall be given to the contractor. The contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Francis Howell School District) with such force as to secure the completion of the work within the time stated in the proposal.

**2.2.02 CONTRACT TIME:** The contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.

**2.2.03 WORKING HOURS:** Working hours shall be from 7 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 5 p.m. Saturday. No work shall take place on Sunday. No work shall take place outside of these times without prior written permission of the Francis Howell School District.

**2.2.04 SCHEDULE OF COMPLETION:** The contractor shall submit, at such times as may reasonably be requested by the Francis Howell School District, schedules which shall show the order in which the contractor proposes to carry on the work, with dates at which the contractor will start the several parts of the work, and estimated dates of completion of the several parts.

**2.2.05 CHANGES IN THE WORK:** The Francis Howell School District may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

**2.2.06 EXTRA WORK:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Francis Howell School District. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications or special provisions shall be done in accordance with the best practice as approved by the Francis Howell School District. Extra work required in an emergency to protect life and property shall be performed by the contractor as required.

**2.2.07 EXTENSION OF CONTRACT TIME:** A delay beyond the contractor's control occasioned by an Act of God or act of omission on the part of the owner or by strikes, lockouts, fire, etc., may entitle the contractor to an extension of time in which to complete the work as determined by the Francis Howell School District, provided, however, that the contractor shall immediately give written notice to the Francis Howell School District of the cause of such delay.

**2.2.08 USE OF COMPLETED PORTIONS:** The Francis Howell School District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the contractor shall be entitled to such extra compensation, or extension of time or both, as the Francis Howell School District may determine.

## CONTRACT AGREEMENT

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and between \_\_\_\_\_, Party of the First Part, hereinafter called the "Contractor", and the Francis Howell School District, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Francis Howell School District and the Contractor for the consideration hereinafter named agree as follows:

### ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal.

### ARTICLE 2. Time of Completion:

**The work to be performed under this Contract shall be commenced immediately upon authorization by the Francis Howell School District. Work schedule to be agreed upon between Owner and Contractor.**

### ARTICLE 3. The Contract Sum:

The Francis Howell School District shall pay the Contractor for the performance of the Contract Agreement a sum not-to-exceed \$----- Dollars for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached hereto and made a part of these documents and this Contract Agreement.

### ARTICLE 4. Progress Payments:

The Francis Howell School District shall make payments on account of the Contract Agreement as provided therein as follows:

At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Francis Howell School District, an estimate of the fair value of the work done, as a basis for partial payments therefor. **Such applications shall be submitted on standard AIA Document G702 (Application and Certificate for payment - copy attached).** When the satisfactory progress has been completed during the previous month exceeds \$1,000.00, the Francis Howell School District will issue a certificate that such work has been completed, and the fair value thereof, and the Francis Howell School District will then issue a voucher to the Contractor in the amount of ninety (90) percent of the value of the work completed as certified, less any sums that may be retained or deducted by the Francis Howell School District under the terms of any of the Contract Documents. The ten (10) percent (retainage) which is deducted each month is reserved by the Francis Howell School District as partial guaranty to it of the faithful execution of the Contract by the Contractor. One half of the retainage will be paid to the Contractor upon final completion of the work. The other half of the retainage will be held for a period of one-year following the completion of the project, and will be released only after the quality of the work by the Contractor has been verified by the Francis Howell School District.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Francis Howell School District either the original, or a duly certified copy of its and each of its subcontractor's payrolls, and satisfactory proof of payment of, or satisfactory release thereof, of all bills for services, materials, tools, supplies, and subcontractors.

As a consideration for such payment of ninety (90) percent, the Francis Howell School District shall have the right to enter upon and put into use, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Francis Howell School District of any part of the work so used.

ARTICLE 5. Acceptance and Final Payment:

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared and certified by the Francis Howell School District, the Contractor will submit to the Francis Howell School District a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The Francis Howell School District will then determine if the work is fully completed and will, not later than sixty (60) days thereafter pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the Francis Howell School District a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor with this contract hereby warrants all of the work done under this contract for a period of two (2) years following the completion of the project. Upon completion, the Contractor shall submit to the Francis Howell School District a written one (1) year warranty on total project. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor the Francis Howell School District and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the Francis Howell School District.

ARTICLE 6. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 7. Prevailing Wage:

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards applicable to St. Charles County. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

**Francis Howell School District**

By \_\_\_\_\_ Date \_\_\_\_\_

Attest \_\_\_\_\_ Date \_\_\_\_\_

**Contractor**

By \_\_\_\_\_ Date \_\_\_\_\_

Attest \_\_\_\_\_ Date \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

STATE OF MISSOURI                    )  
  )  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared  
\_\_\_\_\_, to me personally  
known, who being by me duly sworn did say that he is the President (other officer or agent),  
of \_\_\_\_\_ Corporation, a  
corporation of the State of \_\_\_\_\_, and that the seal affixed  
to the foregoing instrument is the corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by authority of its Board of Directors, and  
said \_\_\_\_\_ acknowledged said instrument to  
be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A PARTNERSHIP

STATE OF MISSOURI   )  
COUNTY OF            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ appeared  
before me \_\_\_\_\_, to me personally  
known, who being by me duly sworn did say he (she) is a member of the partnership of  
\_\_\_\_\_, and that as such  
partner he (she) has authority to execute the foregoing instrument on behalf of said partnership,  
and acknowledge that he (she) executed the same as his (her) free act and deed and as the free act and  
deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and year first  
above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned,  
\_\_\_\_\_ (hereinafter called the "Principal"), an \*individual, partnership, or  
corporation, duly authorized by law to do business as a construction contractor in  
\_\_\_\_\_ and \_\_\_\_\_ (hereinafter  
called the "Surety"), a corporation duly authorized to do a surety business under the laws of the State of Missouri,  
are held and firmly bound unto the Francis Howell School District (hereinafter called the "Obligee"), in the penal  
sum of  
( \$ \_\_\_\_\_ ) dollars lawful money of the United States, for the payment of which well and truly to  
be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said  
Principal entered into a written agreement, which agreement is hereby made a part hereof, with said Obligee for  
the construction of:

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to provide the  
FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS.

Now, therefore, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the  
terms thereof, and shall as soon as the work contemplated by said Contract is completed, pay to the proper  
parties all amount due for material, equipment and tools, consumed or used in connection with the construction of  
such work, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for  
all labor performed in such work whether by subcontractor or otherwise, then this obligation to be void, otherwise  
to remain in full force and effect, and may be sued on for his use and benefit by any person furnishing materials or  
performing labor, either as an individual, or as a subcontractor for any contractor in the name of said Obligee.

The said Surety for the value received, hereby stipulates and agrees that no charge, extensions of time, alteration  
or addition to the terms of the agreement or to the work to be performed thereunder, or the specifications  
accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of  
any such change, extensions of time, alteration or addition to the terms of the agreement or the work or to the  
specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in  
\_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
(Seal)

**FRANCIS HOWELL SCHOOL DISTRICT 828 O'Fallon Road, St. Charles, Missouri 63304**  
**REFERENCES FOR SIMILAR WORK IN THE LAST TWO YEARS**

**REFERENCE #1**

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

Phone Number: \_\_\_\_\_

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Project Completed: \_\_\_\_\_

Scope of Project: \_\_\_\_\_

**REFERENCE #2**

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

Phone Number: \_\_\_\_\_

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Project Completed: \_\_\_\_\_

Scope of Project: \_\_\_\_\_

**REFERENCE #3**

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

Phone Number: \_\_\_\_\_

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Contract Price: \_\_\_\_\_

Project Started: \_\_\_\_\_ Project Completed: \_\_\_\_\_

Scope of Project: \_\_\_\_\_



**FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM**

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

Accordingly, your company:

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

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

EXHIBIT A

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

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

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**FRANCIS HOWELL SCHOOL DISTRICT  
FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS  
APPENDIX "A" - BID FORM**

**I HEREBY SUBMIT PRICING FOR THE ENTIRE FRANCIS HOWELL SCHOOL DISTRICT  
FHSD FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS PROJECT and VERIFY THAT I HAVE RECEIVED INFORMATION FOR  
AND WILL COMPLY WITH THE REQUIREMENTS OF THE STATE OF MO REGARDING: E-VERIFY FEDERAL WORK  
AUTHORIZATION, RANDOM DRUG AND ALCOHOL TESTING, MO DEPARTMENT OF LABOR RELATIONS PREVAILING WAGE, AND  
MO DEPARTMENT OF LABOR RELATIONS EXCESSIVE UNEMPLOYMENT REGULATIONS.**

**LUMP SUM BID:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BIDDERS PRINTED NAME:** \_\_\_\_\_

**BIDDERS SIGNATURE:** \_\_\_\_\_

*Signature verifies that bid is good for at least 90 days*

**DATE:** \_\_\_\_\_

**BID BOND CERTIFICATE OR CHECK:** \_\_\_\_\_

**1. EVERIFY (Federal Work Authorization Program)**

Documents are attached. Please sign, notarize, and submit with bid.

**2. 167.371, RSMo Random Drug and Alcohol Testing Program**

The contractor shall comply with the requirements of Section 167.371, RSMo, which stipulates that contractors or subcontractors on public works construction projects at public schools establish and implement a random drug and alcohol testing program. Any program must be administered by a certified laboratory and must require notification to the contractor/subcontractor and the contractor's/subcontractor's employee of the results of any positive drug and alcohol test. The school district must be notified of the action taken to protect the safety of the students as a result of a positive test. The contractor/subcontractor will pay for the costs of the program.

**3. Prevailing Wage/Annual Wage Order**

Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work. The Prevailing Wage Law applies to all public works projects constructed by or on behalf of state and local public bodies. All public bodies of Missouri contemplating construction work must get an Annual Wage Order from Labor Standards. The Annual Wage Order lists the prevailing wage rates on public construction projects in each county. The rates must be incorporated into the contract specifications for the job. This is the *minimum* prevailing wage rate required for the project. Employees are free to bargain for a higher rate of pay. Employers are free to pay a higher rate of pay. Current Annual Wage Order documents are attached for your use.

**4. Excessive Unemployment 290.550 thru 290.580 RSMo**

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months.

**APPENDIX "B" - SUBCONTRACTOR INFORMATION**

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**PROJECT:** FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS

**GENERAL CONTRACTOR:** \_\_\_\_\_

NOTE: ALL GENERAL CONTRACTORS PREPARING BIDS ARE TO PROVIDE A COMPLETE LIST OF SUBCONTRACTORS AND/OR SUPPLIERS, TO THE ARCHITECT, **WITH THE BID**. THE SUBCONTRACTOR LIST SUBMITTED BY THE GENERAL CONTRACTOR, ON BID DAY WITH THE FORM OF BID, SHALL BE CONFIRMED WITHIN TWENTY-FOUR (24) HOURS AFTER THE BID DATE AND TIME.

The Bidder hereby indicates that the following subcontractors and/or suppliers as listed below and defined in Supplementary Conditions, Article 5, shall be employed under contract with the Bidder for use on this project (subject to Owner and Architect review and approval).

NAME AND ADDRESS OF SUB(S):

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## APPENDIX "C" - CONTRACTOR INFORMATION

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**PROJECT:** FRANCIS HOWELL HIGH STADIUM BLEACHER REPAIRS

**GENERAL CONTRACTOR:** \_\_\_\_\_

The Board of Education of the Francis Howell R-III School District seeks to ensure that the highest quality workmanship will be performed on its projects. As such, all bidders are encouraged to use workers on the project that are trained and skilled in their respective field so as to provide the District with the most qualified workers to complete projects.

The undersigned hereby proposes to complete the work shown and specified and delivered to the Board, expeditiously and consistent with the bidder's professional skill and judgment, and no later than the agreed upon schedule. In addition to the information requested herein, attach a current and complete Contractor's Qualification Statement, AIA Document A305, and a copy of the bidding contractor's current Business License.

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

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

Bidder Name \_\_\_\_\_

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

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

Federal ID No.: \_\_\_\_\_

Official Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

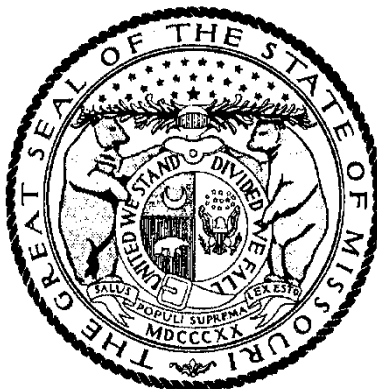
City, State, Zip: \_\_\_\_\_

Corporate Seal:

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

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

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.21
Boilermaker	\$30.19*
Bricklayer	\$60.45
Carpenter	\$59.33
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$56.69
Plasterer	
Communications Technician	\$60.08
Electrician (Inside Wireman)	\$70.47
Electrician Outside Lineman	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$30.19*
Glazier	\$30.19*
Ironworker	\$65.30
Laborer	\$48.91
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$48.58
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.84
Plumber	\$73.13
Pipe Fitter	
Roofer	\$55.02
Sheet Metal Worker	\$70.00
Sprinkler Fitter	\$74.73
Truck Driver	\$30.19*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.98
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.95
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.21
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 fewer than 1,000 reportable hours for this occupational title. The 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 as defined in Section 290.210 RSMo.



# 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.



05.31.23  
Exp 12.31.23

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MTM Engineering

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9170 D Villardridge Ct., St Louis, MO 63123  
314-578-7231  
mikemahoney4658@gmail.com

The drawings are prepared for:

Drawings are for building permit applications only. Not for construction until a permit is issued.

PROJECT NAME & ADDRESS

FRANCIS HOWELL  
HIGH SCHOOL—STADIUM

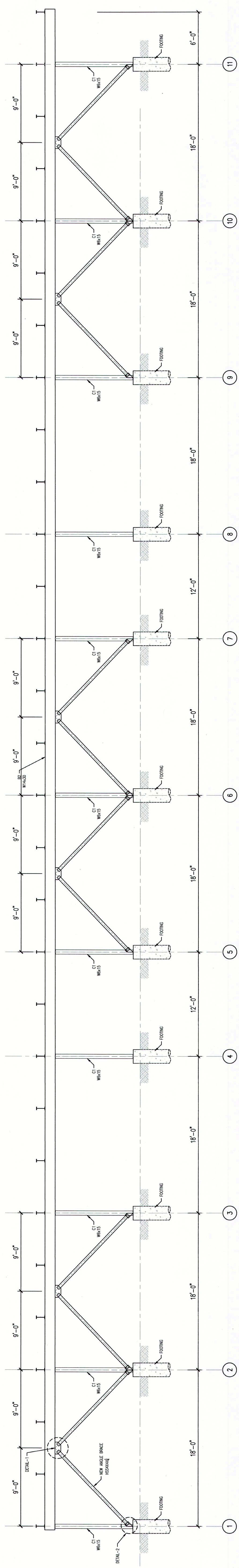
SAINT CHARLES, MISSOURI

INSPECTOR:	
DESIGNER:	
CHECKER:	
PROJECT #:	

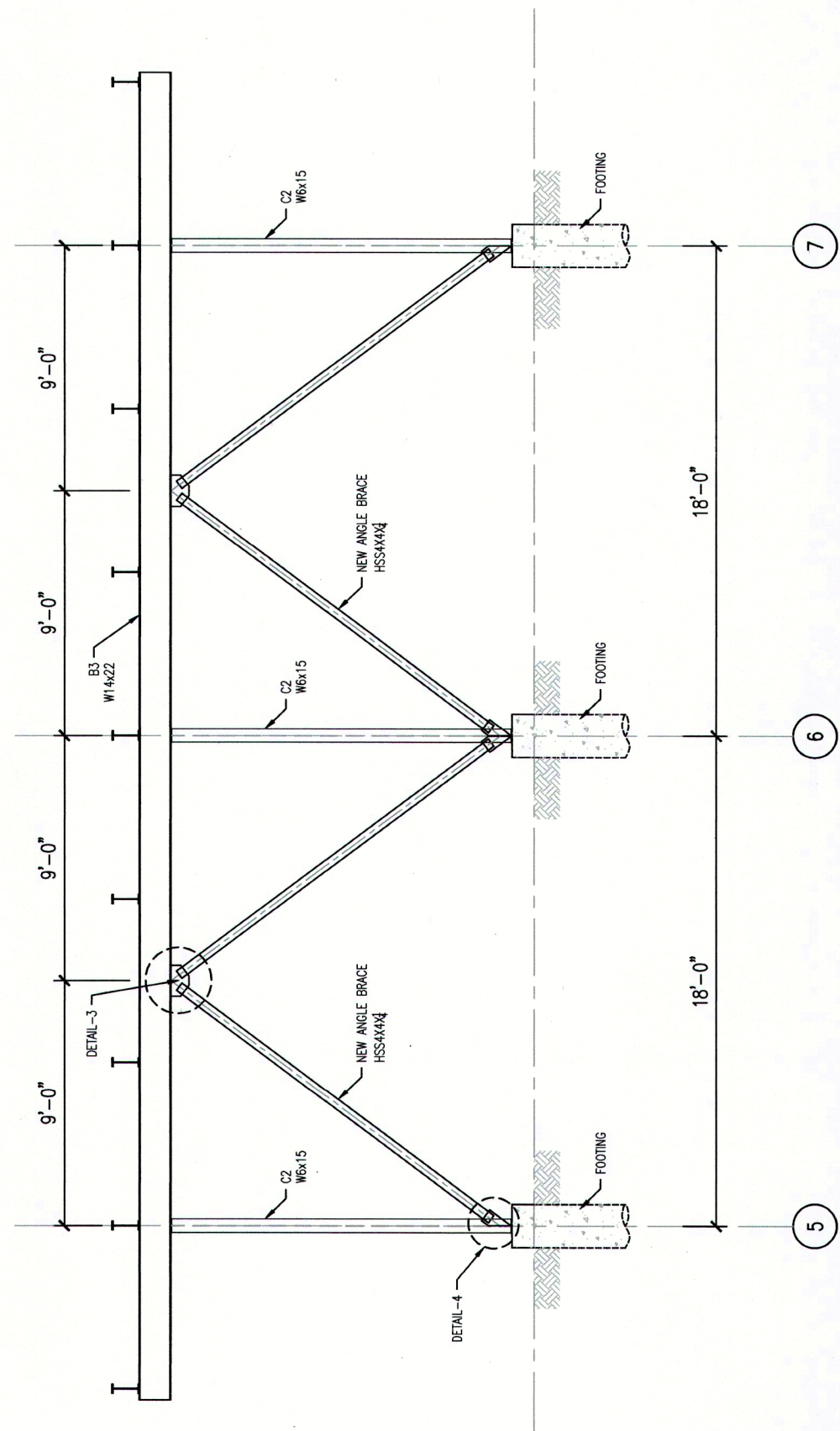
NEW  
ELEVATIONS  
AND DETAILS

SHEET NUMBER: S3.0

PERMIT DRAWINGS



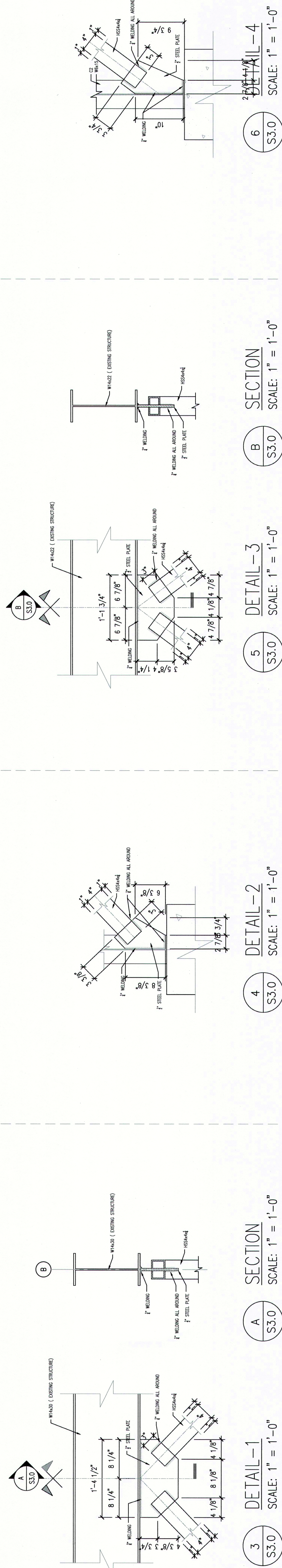
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S3.0



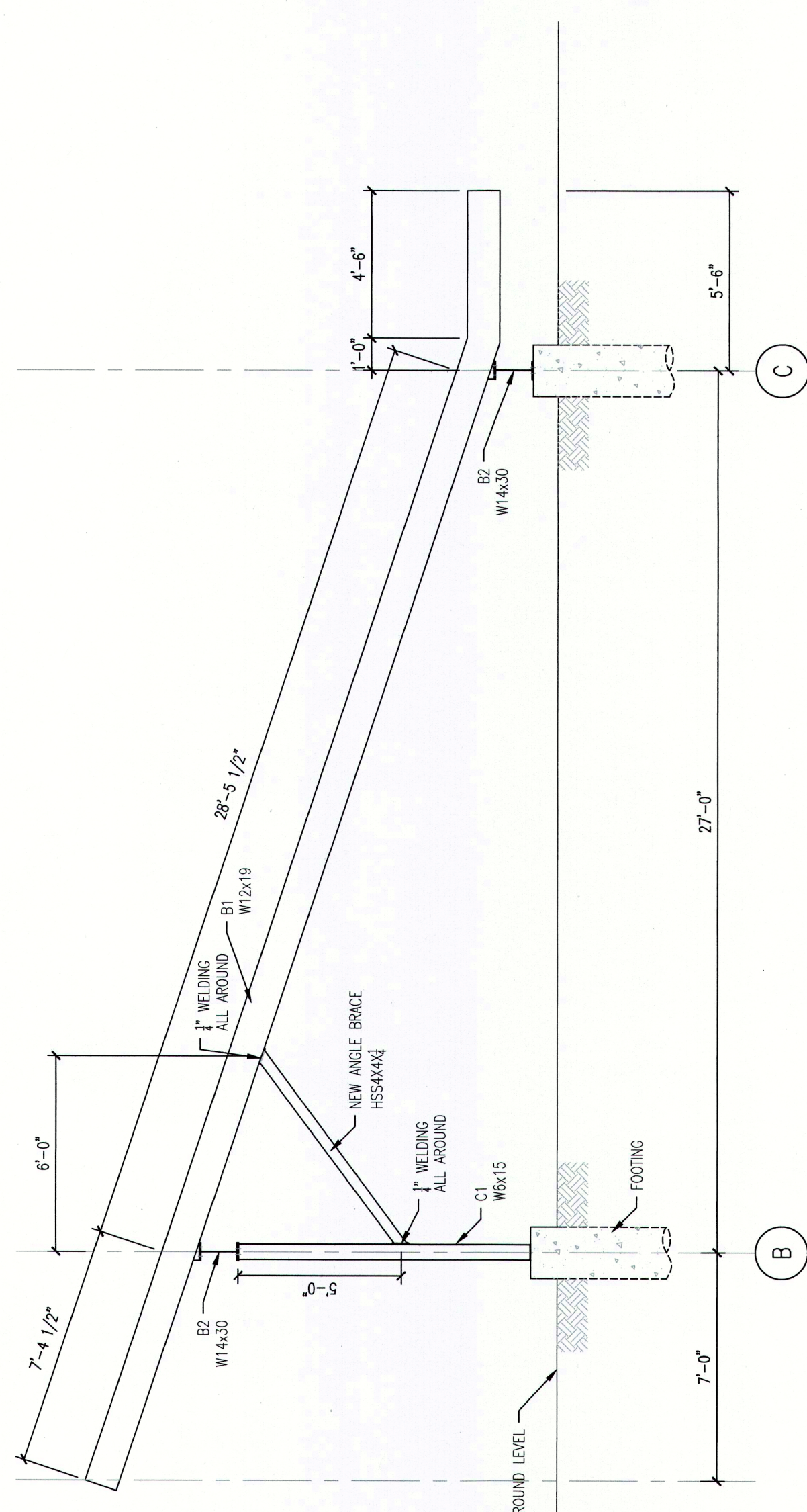
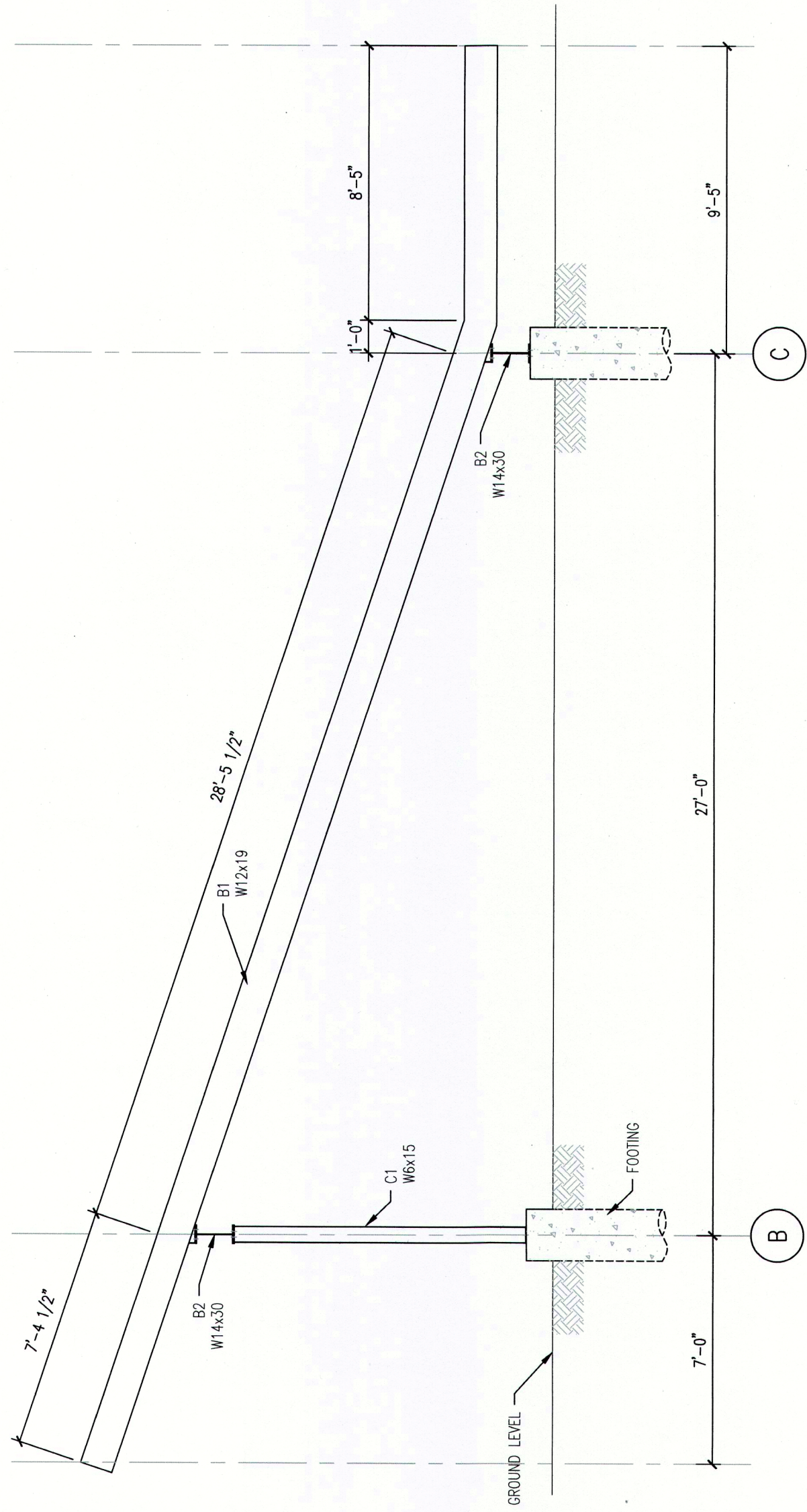
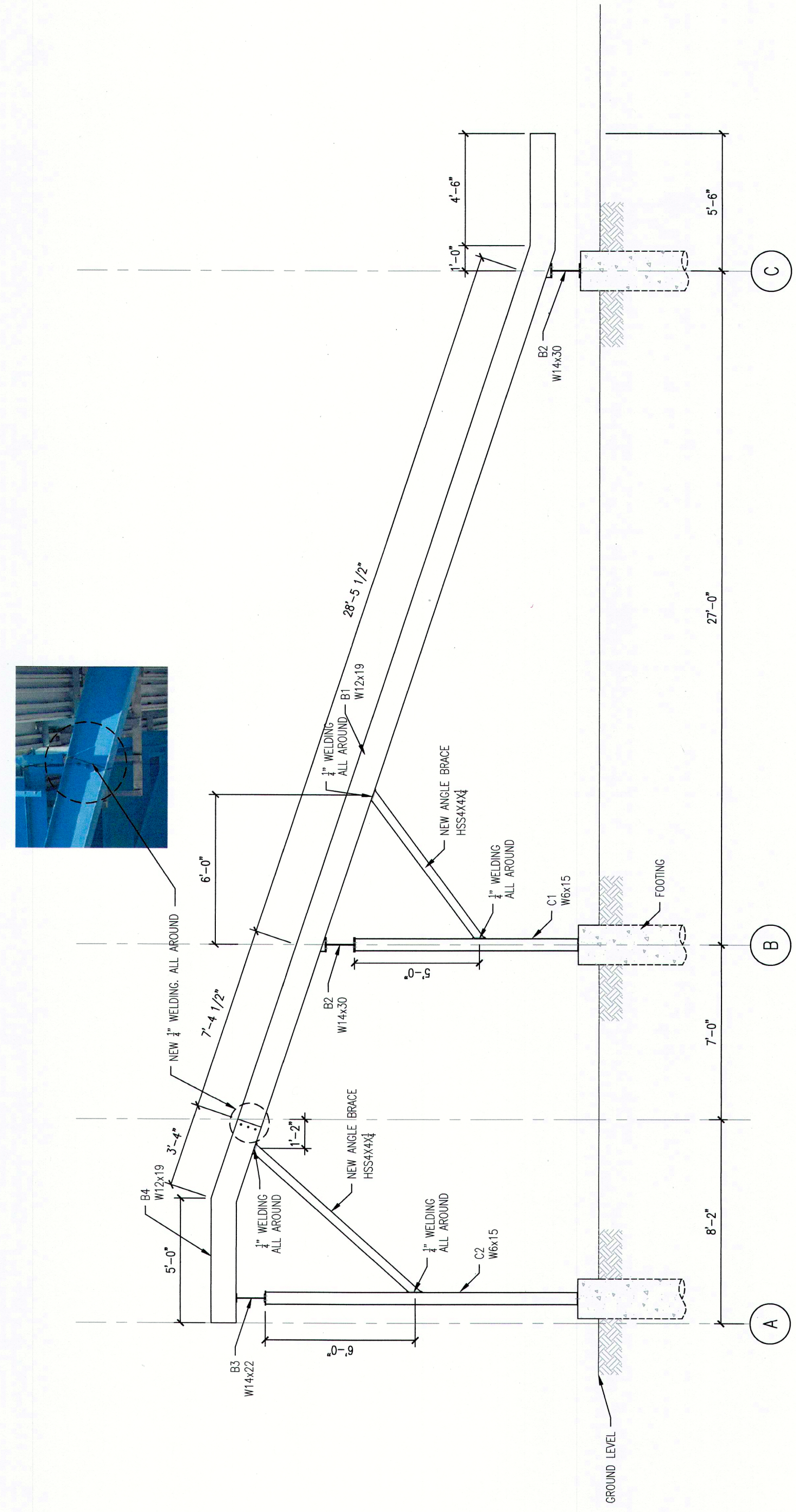
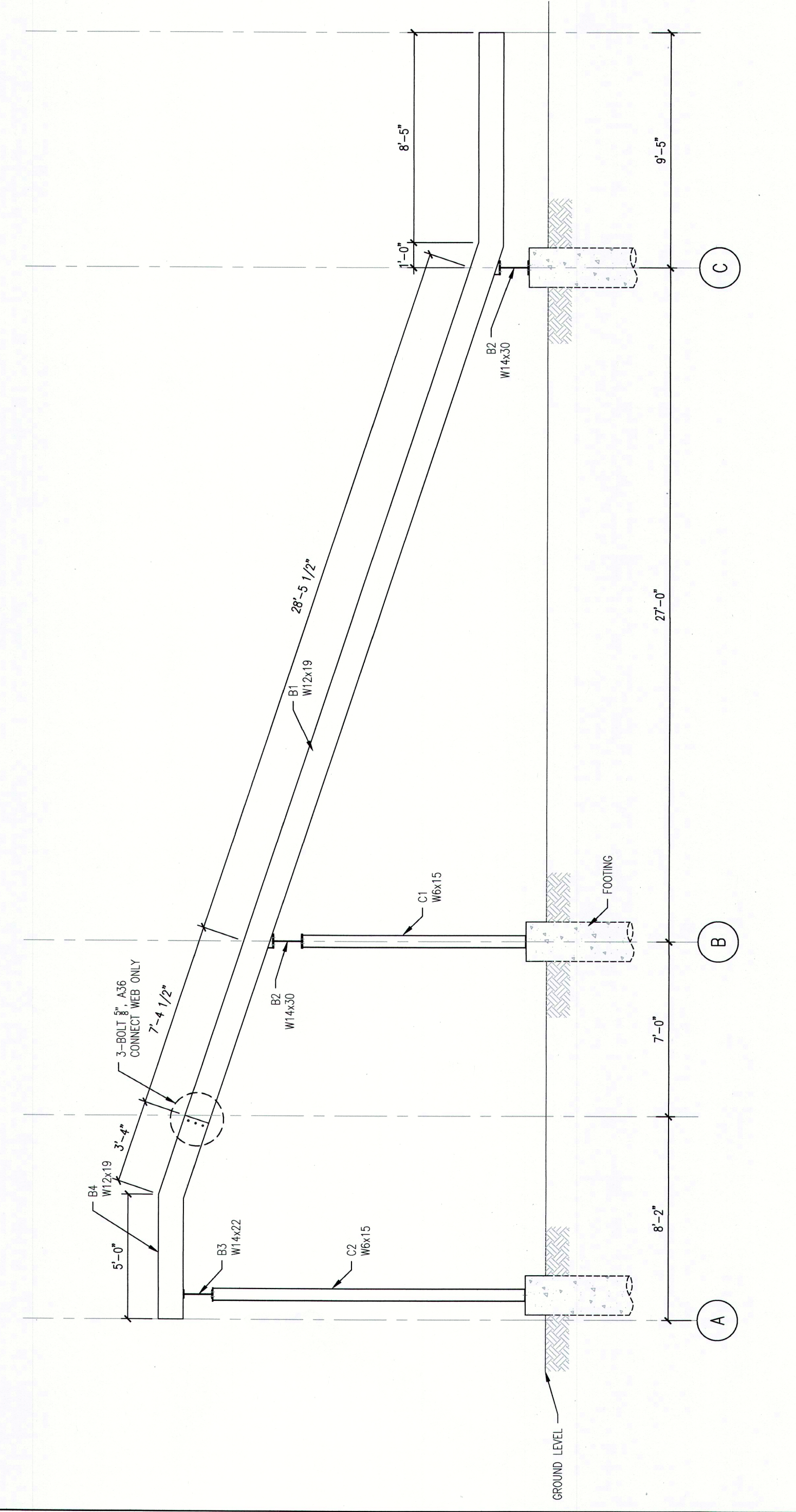
2  
S3.0

**NOTES**

- HS44x41/4 USING STEEL A500, GRADE B
- STEEL PLATE USING STEEL A36
- ALL NEW WELDING USING E70XX
- CONTRACTOR MUST CHECK THE ACTUAL DIMENSION BEFORE CONSTRUCTION







2  
S2.0  
EXISTING ELEVATION 2  
SCALE: 1/4" = 1'-0"

4  
S2.0  
NEW ELEVATION 2  
SCALE: 1/4" = 1'-0"

FRAMING SCHEDULE		
NAME	TYPE	SECTION
C1,C2	COLUMN	W6X15
B1	BEAM	W12X19
B2	BEAM	W14X30
B3	BEAM	W14X22
B4	BEAM	W12X19

- NOTES
- HSS4x1/4 USING STEEL A500, GRADE B
  - STEEL PLATE USING STEEL A36
  - ALL NEW WELDING USING E70XX
  - CONTRACTOR MUST CHECK THE ACTUAL DIMENSION BEFORE CONSTRUCTION

NAME	TYPE	SECTION	MATERIAL
C1,C2	COLUMN	W6X15	ASTM A36 F <sub>y</sub> = 36 ksi
B1	BEAM	W12X19	
B2	BEAM	W14X30	
B3	BEAM	W14X22	
B4	BEAM	W12X19	

MTM Engineering

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PROJECT NAME & ADDRESS

FRANCIS HOWELL  
HIGH SCHOOL-STADIUM

SAINT CHARLES, MISSOURI

INSPECTOR:

DESIGNER:

CHECKER:

PROJECT #:

EXISTING AND  
NEW  
ELEVATIONS

SHEET NUMBER:

S2.0

PERMIT DRAWINGS

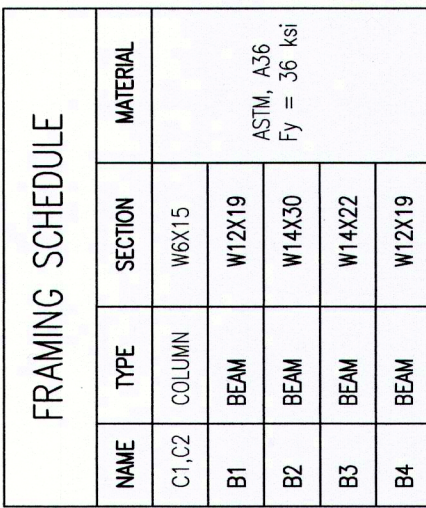
Engineer of Record

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EXP 12.31.23





11. DETAILS NOTED AS "TYPICAL" ARE TO APPLY TO ALL CONDITIONS, INCLUDING SIMILAR CONDITIONS, ON THE PROJECT EXCEPT WHERE SPECIFIC DETAILS OR SECTIONS ARE PROVIDED. "TYPICAL" DETAILS APPLY REGARDLESS OF BEING SPECIFICALLY NOTED OR CUT ON THE DRAWINGS. SPECIFIC DETAILS SHALL ALSO APPLY TO THOSE CONDITIONS WHICH ARE THE SAME OR SIMILAR ELSEWHERE ON THE JOB REGARDLESS OF BEING SPECIFICALLY NOTED OR CUT ON DRAWINGS.

12. FLOOR ELEVATION 100'-0" IS REFERENCED TO USGS DATUM ELEVATION OF XXX'-X".

1. STRUCTURAL DRAWINGS ARE INTENDED TO BE PART OF A COMPLETE PROJECT DRAWING SET INCLUDING, BUT NOT LIMITED TO, ARCHITECTURAL, MECHANICAL, ELECTRICAL, PUMBINING AND CIVIL DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH ALL OTHER TRADES AND INCORPORATING INFORMATION FROM OTHER PROJECT DOCUMENTS INTO THEIR DRAWINGS.
2. THE STRUCTURE IS DESIGNED TO PERFORM AS A UNIT UPON COMPLETION OF THE STRUCTURE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE TEMPORARY BRACING, SHORING AND/OR OTHER PROTECTIVE MEASURES AS REQUIRED TO PROTECT AND/OR SUPPORT THE STRUCTURE DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN THE CONTRACT NOTES AND THE ACTUAL FIELD CONDITIONS.
3. ALL POTENTIAL OMISSIONS, CONFLICTS OR DISCREPANCIES IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
4. ALL SHOP DRAWINGS AND PRODUCT SUBMITTALS ARE REVIEWED FOR GENERAL COMPLIANCE WITH THE PROJECT DOCUMENTS. REVIEWED SUBMITTALS DO NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY TO CONFORM WITH THE DESIGN DRAWINGS AND ARCHITECTURAL DRAWINGS AS SUBMIT FOR CLARIFICATION.
5. PLAN DRAWINGS AND DETAILS SHALL NOT BE SCALED. USE DIMENSIONS NOTED. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS.
6. DO NOT ALTER THE SIZE, DIMENSION, GRADE, OR OTHER MEMBER PROPERTIES WITHOUT WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.
7. SMALL OPENINGS IN WALLS, FLOORS AND ROOFS DIMENSIONED AS 16" OR LESS ARE NOT TYPICALLY SHOWN ON THE STRUCTURAL DRAWINGS. COORDINATE WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, PUMBINING AND CIVIL DRAWINGS FOR THE LOCATION AND SIZE OF SMALL OPENINGS. SEE TYPICAL DETAILS FOR SUPPLEMENTAL TRAINING OF REINFORCING WHERE REQUIRED.
8. VERIFY DIMENSIONS, MEMBER LOCATIONS, AND DETAILS OF ELEVATORS, STAIRS, EQUIPMENT PLATFORMS, DRAINAGE, EMBLEM CARBS, SPECIALTY FINISHINGS, ETC. PRIOR TO FABRICATION OF CONCRETE.
9. DETAILS NOTED AS "TYPICAL" ARE TO APPLY TO ALL CONDITIONS, INCLUDING SIMILAR CONDITIONS, ON THE PROJECT EXCEPT WHERE SPECIFIC DETAILS OR SECTIONS ARE PROVIDED. "TYPICAL" DETAILS APPLY REGARDLESS OF BEING SPECIFICALLY NOTED OR CUT ON THE DRAWINGS. SPECIFIC DETAILS SHALL ALSO APPLY TO THOSE CONDITIONS WHICH ARE NOTED OR CUT ON DRAWINGS.
10. FINISH ELEVATION 100'-0" IS REFERENCED ON THE JOB REGARDLESS OF BEING SPECIFICALLY NOTED OR CUT ON DRAWINGS.
11. FINISH ELEVATION 100'-0" IS REFERENCED TO USGS DATUM ELEVATION OF "XXX'-X".

THE FOLLOWING TYPES OF STRUCTURAL WORK REQUIRED SPECIAL INSPECTIONS. REFER TO INDIVIDUAL SPECIFICATION SECTIONS FOR SPECIFIC TESTING AND INSPECTING REQUIREMENTS. CONTINUOUS INSPECTION IS THE FULL-TIME OBSERVATION OF WORK BY A QUALIFIED SPECIAL INSPECTOR WHO IS PRESENT IN THE AREA WHERE THE WORK IS BEING PERFORMED. PERIODIC SPECIAL INSPECTION IS THE PART-TIME PERMITTED OBSERVATION OF WORK BY A QUALIFIED SPECIAL INSPECTOR. SPECIAL INSPECTION OF WORK IS THE FULL-TIME INSPECTION OF WORK BY A SPECIAL INSPECTOR AND AT THE COMPLETION OF THE WORK.

S1.0 EXISTING FRAMING PLAN  
S2.0 EXISTING AND NEW ELEVATION  
S3.0 NEW ELEVATIONS AND DETAILS