

CITY OF ST JOSEPH

Proposals Must Be Received No
Later Than
Time: 4:00PM Date: 1/22/2020
For Information Contact
Purchasing
at (816) 271-5330

REQUEST FOR PROPOSAL

NO RFP2020-08R

Page 1 of 22

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

On-Call Sanitary Collection & System Treatment Maintenance

This form must be completed, signed and returned with the proposal.

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title: _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Social Security or Federal Tax No _____

NOTICE OF AWARD (This section for City of St. Joseph use only)

Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows:

Purchase Order _____

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- b. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- ii. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Division of Purchasing that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements are, or any combination thereof, inadvertently restricts or limits the requirements, are, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

REQUEST FOR PROPOSALS
ON-CALL SANITARY COLLECTION & SYSTEM TREATMENT
MAINTENANCE
RFP2020-08R

The City of St. Joseph is soliciting proposals for qualified on-call sanitary collection & system treatment maintenance services. Projects will be for the St. Joseph Water Protection plant and remote sites. Projects will be authorized by work order to the successful contractor.

Questions concerning the proposals, along with a full information packet, may be directed to Jake Fisher 816-271-5321.

A maximum of two (2) contractors may be selected under this procurement. Work will then be identified and awarded, via work order, on an alternating basis or based upon project completion times identified by the contractors selected. This contract will be utilized for all Water Protection plant and remote site projects..

The City is seeking to retain on-call contractors for this work to avoid schedule impacts; to establish a select group of pre-qualified contractors to solicit proposals from for each package; to achieve cost-savings through this arrangement, if possible. However, the City makes no guarantee or commitment of any kind regarding the usage of on-call contractors resulting from this solicitation nor the amount of work that will be done.

Scope

- **Digester Cleaning**
 - Mobilize to site, set up pumping equipment in digester; circulate sludge into pump-able slurry; remove slurry with submersible pumps; run slurry through shaker table and into mix tank; enter into the digester under confined space entry permit to break-up hardened material; load tanker trucks and land apply removed material.
 - Estimated Labor Level – Field Supervisor, 3-5 Technicians, 4 -5 Tanker Operators
 - Equipment - hydraulic submersible 6” pumps w/power unit, associated wiring; fittings and hoses; crane, man lift for installation; mix tank w/generator; dry prime 4” pump and associated hoses and fittings; shaker table w/ electrical panels; generator; dry prime pump; roll-offs for solid debris; tanker trucks; vacuum truck; confined space equipment, crane, man-lift and support trucks
 - Consulting - land application and required reporting to MDNR.

- **Interceptor Cleaning**

- Mobilize to site, install pumping equipment to by-pass inflow; line-jet and remove loosened material from the sewer line with a vacuum truck or combo unit.
- Estimated Labor Level – Field Supervisor, Operator and 1-2 Technician
- Equipment – by-pass system should be capable of pumping 4,000 gpm (5.71 MGD) to the manhole approximately 600' away; hydraulic submersible pump; power pack; hydraulic hose set; galvanized Bauer pipe; heavy-duty suction hose; Bauer elbow; Bauer wye, combo unit (line jetting/suction) w/hose or trailer mounted line jetter and vacuum truck; and support truck

- **Clarifier cleaning**

- Mobilize to site; enter into clarifier under confined space entry permit; remove bulk material with Guzzler vacuum truck; pressure wash walls and floor with hydroblaster or high capacity pressure washer; if needed stage removed material in vacuum boxes for disposal.
- Estimated Labor Level – Field Supervisor, Operator and 2-3 Technicians, Roll-off Driver
- Equipment – Guzzler vacuum truck; suction pipe and flex hose; support truck; Hydroblaster/pressure washer; confined space entry equipment; vacuum boxes and roll-off truck

- **Aeration basin cleaning**

- Mobilize to site; enter into aeration basin under confined space entry permit (if possible); remove bulk material with Guzzler vacuum truck; pressure wash walls and floor with hydroblaster or high capacity pressure washer, if needed, stage removed material in vacuum boxes for disposal.
- Labor Level – Field Supervisor, Operator and 2-3 Technicians, Roll-off Driver
- Equipment – Guzzler vacuum truck; suction pipe and flex hose; support truck; Hydroblaster/pressure washer; confined space entry equipment; vacuum boxes and roll-off truck

- **Large diameter pipe cleaning (over 24") w/camera survey**

- Mobilize to site; line jet piping with Combo Unit (line jetting/suction) or guzzler with trailer mounted line-jetter; video surveys utilizing track mounted remote control camera (w/locator if needed).

- Estimated Labor Level – Field Supervisor, Operator, 1-2 Technicians
- Equipment – Combo Unit or Guzzler w/line-jetter; track mounted remote control camera.
- Consulting – AutoCAD drawings

- **Small diameter pipe cleaning(under 24”) w/camera survey**
 - Mobilize to site; line jet piping with Combo Unit (line jetting/suction) or guzzler with trailer mounted line-jetter; video survey utilizing direct push or track mounted remote control camera (w/locator if needed).
 - Estimated Labor Level – Field Supervisor, Operator, Technician
 - Equipment – Line jetter (w/Guzzler if needed); direct push or track mounted remote control camera.
 - Consulting – AutoCAD drawings

- **Wetwell surface cleaning**
 - Mobilize to site; pressure wash wet well surfaces with high capacity pressure washer or hydroblaster.
 - Estimated Labor Level – Field Supervisor and 2-3 Technicians
 - Equipment – Pressure washer/hydroblaster; support truck and if needed, vacuum truck.

- **Wet well clean-out**
 - Mobilize to site; enter into wetwell basin under confined space entry permit; remove bulk material with vacuum truck; pressure wash walls and floor with hydroblaster or high capacity pressure washer, if needed, stage removed material in vacuum boxes for disposal.
 - Estimated Labor Level – Field Supervisor, Operator and 2-3 Technicians, Roll-off Driver
 - Equipment – vacuum truck; suction pipe and flex hose; support truck; Hydroblaster/pressure washer; confined space entry equipment; vacuum boxes and roll-off truck.

- **DAF Cell tank cleanout**
 - Mobilize to site; remove bulk material with Guzzler vacuum truck; pressure wash walls and floor with high capacity pressure washer, if needed, stage removed material in vacuum boxes for disposal.
 - Estimated Labor Level – Field Supervisor, Operator and 2-3 Technicians, Roll-off Driver

- Equipment – Guzzler vacuum truck; suction pipe and flex hose; support truck; pressure washer; confined space entry equipment; vacuum boxes and roll-off truck
- **Line jetting**
 - Estimated Labor Level – Field Supervisor, Operator, 1-2 Technicians
 - Equipment – Combo Unit (line-jetting/suction), trailer mounted line jetter, vacuum truck.
- **Sludge hauling (liquid & cake)**
 - Estimated Labor Level – CDL Drivers
 - Equipment – Semi tractors with wet kits, end dump trailers, end dump straight trucks, roll-off boxes w/roll-off truck and trailer, semi tractors with tanker trailers.
- **Land application**
 - Firms will be responsible for locating, acquiring permissions, and required reporting to MDNR for all land applications, the City of Saint Joseph, MO understands this will be applied on a job to job basis as the locations may change the fees assessed will need to be approved prior to the land application location is agreed upon.

This procurement shall not bind, obligate or restrict the City from soliciting and/or awarding any automated controls maintenance work to additional contractors.

The successful contractor will be required to demonstrate experience in the following areas:

- Familiarity with City facilities.
- Experience working with City procurement procedures.
- Experience with City contracting requirements.
- Contractor experience with varied projects (as outlined in the scope of work).
- Three references.

Fees

A fee schedule shall be set forth in the proposal that lists the positions within the company and their individual hourly rate as well as standard materials. As work is identified by the City, the successful contractor will be requested to provide an estimate of the hours and materials required to complete said work, and then multiply the hourly estimate and materials to the rate structure set forth herein.

Term

The agreement shall be valid for one (1) year from the date of execution, renewable upon the agreement of both parties in one (1) year increments thereafter, for a maximum of four (4) one (1) year extensions.

Selection

The successful contractor(s) will be selected on the basis and quality of the materials submitted to the City as part of this request for proposals. Interviews will not be conducted.

Information

Additional information or questions may be directed to Jake Fisher, Project Manager for Public Works and Transportation, 816-271-5321

Submittals

Interested firms shall submit six (6) copies, one of them being unbound, of its proposal to:

Tammy Bembrick, Purchasing Agent
City of City of St. Joseph
1100 Frederick, Room 201
City of St. Joseph, MO 64501
816-271-5330

Proposals are to be received no later than 4:00PM on January 22, 2020, at the address stated above.

MASTER AGREEMENT FOR ON CALL MAINTENANCE

THIS MASTER AGREEMENT FOR ON CALL MAINTENANCE (the "Contract" or the "Master Agreement") is made and entered into and is effective on this _____ day of _____, 20____, by and between the City of St. Joseph, Missouri, a municipality (the "City"), located at City Hall, 1100 Frederick Avenue, St. Joseph, Missouri, and _____, a _____, having its principal place of business located at _____ (the "Contractor").

WHEREAS, the City and Contractor desire to enter into this Master Agreement to facilitate certain maintenance and service requirements of the City; and

WHEREAS, from time to time, the City desires to utilize Contractor to provide and furnish certain work that will be specified and agreed-upon in a work order, purchase order, or other similar directive (each, individually, ordering a "Project"); and

WHEREAS, the City and Contractor desire to enter into this Master Agreement for the purpose of setting forth their responsibilities and obligations on various projects designated by the City from time to time in which the City will contract with Contractor to provide and furnish certain work in the form of maintenance and services of their automated controls for the City's water protection plant and its remote sites;

The City and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1
THE CONTRACT AND WORK**

1.1 All Projects, except for those that constitute emergency Projects, shall be performed by the Contractor upon issuance by the City's Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, of a work order, purchase order, or other similar directive, which contains the following:

- (a) The general nature of the work to be completed;
- (b) The time within which the work must be completed;
- (c) The daily liquidated damages amount associated with failure to completely the work within the time required;
- (d) The method for determining the cost to the City (flat rate, unit price, other agreed-upon method explicitly set forth in the work order, purchase order, or similar directive) together with the estimated units, if applicable, of each type of labor, material, activity, or other unit identified in Exhibit 1;
- (e) The maximum amount which may be charged for the work to be completed;
- (f) The identity of the Design Professional, if different than the City;
- (g) The signature of the City's Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees; and
- (h) The signature of the City Attorney indicating approval of the form of the order.

(collectively, a "Work Order")

1.2 All Projects which constitute emergency Projects and which are justified as Emergency Procurements under Section 2-1361 of the City's Code of Ordinances may be initiated without prior issuance of a Work Order at the direction of the City's Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, with the written consent of the City Manger, provided the Contractor completes no more than Five Thousand Dollars (\$5,000.00) worth of Work or other services prior to the issuances of a Work Order. In the event an emergency Project is initiated without the prior issuance of a Work Order, the Contractor agrees to prepare a proposed Work Order as soon as reasonably possible after initiation of the Work and agrees to accept, as payment for Work completed prior to the issuance of such Work Order, payment based upon the unit prices established in

EXHIBIT 1, multiplied by the units of Work completed or, if elements of the Work completed are not described in EXHIBIT 1, then the Contractor agrees to accept the commercially-reasonable value of such elements of Work as payment for the completion of such Work.

Consistent with Section 2-1361 of the City's Code of Ordinances, emergency Projects are only "emergencies" "when there is a threat to the public health, safety or welfare or when immediate expenditure is necessary for repairs to city property in order to protect against further loss of or damage to city property, to prevent or minimize serious disruption in city services or to ensure the integrity of city records." Such emergency projects must be approved, in writing by the City Manager and "will not be considered an emergency due to lack of appropriate planning or the part of department or city personnel."

1.3 Notwithstanding any term in a Work Order, the City may elect to provide materials, supplies, or labor for a Project without payment or other compensation to the Contractor.

1.4 The Contract Documents for each Project for which the City chooses to contract with Contractor for construction work shall consist of the following:

- (a) This Master Agreement, including all exhibits to this Master Agreement;
- (b) The Work Order for the Project;
- (c) Any other documents identified in the Work Order;
- (d) The General Conditions of the Contract for Construction (Unit Price) (the "General Conditions");
- (e) The most current Rules and Regulations for this type of maintenance and/or services work promulgated by the Director of Public Works and Transportation and all appendices thereto (the "City's Rules and Regulations");
- (f) The Performance and Maintenance Bond required hereunder;
- (g) The Payment Bond required hereunder; and
- (h) Written Modifications.

Written Modifications consist of Change Order(s), Construction Change Directives or written order(s) for minor changes in the Work and shall become Contract Documents upon their execution or issuance. The Contract Documents form the Contract for each Project commenced hereunder. The Contract for each project that is authorized by a Work Order and the Contract Documents represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements either written or oral. The Contract for each project may be amended or modified only by a Written Modification as identified above. This Master Agreement, the Contract, the Contract Documents and the Work Order for a particular Project shall not be construed to create a contractual relationship of any kind between the City and a subcontractor of the Contractor.

1.5 The Contract Documents shall govern all maintenance, services, and other work completed by the Contractor for the City and all such products, equipment and other goods and services provided by the Contractor for the City (collectively, the "Work") during the term of this Master Agreement. Such Work shall only be completed upon authorization provided by a Work Order pursuant to the terms stated in this Master Agreement.

1.6 Contractor acknowledges and agrees that nothing contained herein shall require the City to contract with Contractor for any particular amount of Work and the City makes no representations concerning the amount of Work Contractor will receive hereunder and that Contractor is not guaranteed any minimum amount of Work or payment for such Work or other goods or services hereunder.

1.7 The Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, may terminate or suspend a Work Order at any time. In the event of suspension, the time for performance shall be adjusted as set forth in Article 4. In no event shall the Contractor be entitled to any other compensation from or recovery of any damages in connection with any termination or suspension hereunder, including, without limitation, consequential damages, lost opportunity costs, lost profits, impact damages or similar remuneration. The sole compensation that the Contractor shall be entitled to because of any termination or suspension hereunder is limited

to amounts for Work performed up to the date of termination or suspension, together with reimbursable expenses incurred to the date of termination or suspension.

1.8 In the event multiple Work Orders are issued by the City, the Contractor shall complete the Project that the Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, deems, in his or her sole discretion, to take priority.

ARTICLE 2
DESIGN PROFESSIONAL

2.1 All references to Design Professional in the Contract Documents shall mean the City's designated representative set forth in the Work Orders or, if none, the City of St. Joseph Public Works Engineering Division. Design Professional, and its duly authorized agents, are to act as the City's representative, assume all duties and responsibilities, and have the rights and authorities assigned to Design Professional in the Contract Documents in connection with completion of the Work, in accordance with the Contract Documents.

ARTICLE 3
INITIATION OF PERFORMANCE, CONTRACT TIME, AND COMPLETION

3.1 For an emergency Project, the Contractor must begin performance of Work within two (2) hours of being notified to complete the Work even if a Work Order may not yet be finalized.

3.2 For each Project that the City desires to contract with Contractor for the Work, the City shall issue Contractor a Work Order. Unless otherwise directed by the City, the Contractor shall commence work upon receipt of the Work Order and shall fully complete the Work no later than the time set forth in the Work Order.

3.3 Time is of the essence of Contractor's obligations under each Work Order. In the event the Contractor fails to fully complete the Work for a Project by the date set forth in the applicable Work Order or Contractor fails to complete the Work in the manner set forth in the City's Rules and Regulations, the Contractor shall pay the City, or the City may retain or recover from the Contractor, as liquidated damages and not as a penalty, the per diem amounts stated in the associated Work Order.

3.4 Contractor acknowledges that the City's damages resulting from the failure of Contractor would be difficult to calculate and the liquidated damages described therein are a fair and reasonable estimate of damages and loss the City will suffer as a result of delayed completion of the Work. The Contractor agrees that with the amounts listed in the City's Rules and Regulations are termed "Penalties," such amounts are not penalties and shall be deemed the amount of enforceable liquidated damages. The City may deduct liquidated damages as described herein from any unpaid amounts then or thereafter due the Contractor under this Master Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at a rate of one and one-half percent per month.

3.5 In the event the Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, suspends a Work Order in accordance with Article 1 of this Agreement, the contract time applicable to the suspended Work shall be extended by the amount of time during which the Work was suspended.

3.6 Contract times listed as a number of days in a Work Order shall be deemed to refer to calendar days unless specifically identified as working days, business days, or other form of applicable days.

ARTICLE 4
CONTRACT PRICE

4.1 The City will pay Contractor for Work under any Work Order issued by the City an amount equal to the sum of the following:

- (a) Either a fixed labor and materials rate explicitly identified in the Work Order or the established unit price of each separate item of Work set forth in EXHIBIT 1 attached hereto, times the actual quantities of that item properly completed by Contractor;
- (b) The cost of materials, supplies, equipment, delivery, installation, plus the additional percentage specified in EXHIBIT 1, and any other costs or expenses specifically identified in the Work Order;
- (c) Any other cost explicitly identified in the Work Order and either actually incurred or completed; and
- (d) Other amount deemed necessary, in the City's sole discretion, to complete unanticipated Work that is discovered during completion of the Work.

With the exception of the items listed in the Work Order and described in subparagraph (b), above, the unit prices set forth on EXHIBIT 1 attached hereto are considered complete and include all materials, equipment, labor, delivery, installation, overhead and profit; and any other costs or expenses in connection with, or incidental to, the performance of the portion of the Work to which such unit prices apply.

4.2 Contractor acknowledges and agrees that any quantities of Work provided are not guaranteed and are solely estimates. Contractor agrees that the unit prices for the Work shall remain unchanged regardless of whether the actual quantity ordered by the City varies from any estimated quantities. The City shall determine the actual quantities and classifications of the Work performed by Contractor. The City's written decision thereon will be final and binding (except as modified by the City to reflect changed factual conditions or more accurate data) upon Contractor unless Contractor files a written objection with the City within ten (10) days from such determination.

4.3 Any estimated quantities of Work contained in any Contract Document for a Project are not guaranteed and are solely for the purpose of comparison of bids and estimations of costs. Contractor acknowledges and agrees that the estimated quantities may change because of changes ordered by The City or because of actual site conditions or other reasons. Contractor agrees that the unit prices for the Work shall remain unchanged even if the actual quantity of Work performed by Contractor differs materially and significantly from any estimated quantity of such items. Contractor agrees that it shall make no claim for an adjustment in any unit price for any variance between the actual quantity of Work performed by Contractor and any estimated quantity of such Work.

4.4 In no event shall the City be responsible for payment, in any amount, for materials, supplies, or labor provided by it, including any materials, supplies, and labor that may be identified in the applicable Work Order. To the extent the Contractor provides materials, supplies, and labor that are also provided by the City, the City shall not be responsible for payment for such materials, supplies, or labor provided by the Contractor.

ARTICLE 5 PAYMENTS

5.1 The City shall make progress payments to Contractor in accordance with the Contract Documents for each Project. The period covered by each Application for Payment shall be one (1) calendar month.

5.2 The Application for Payment submitted by Contractor shall include the quantities of each item of Work completed by Contractor. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) The value of all completed Work by Contractor as determined by the actual portions of the work completed or by the sum of the unit price of each separately identified item of Work set forth in EXHIBIT 1 times the actual quantities of that item completed as determined by the City as set forth in Paragraph 4.1;
- (b) Less retainage of five percent (5%) of the amount of Subparagraph (a) of this Paragraph 5.2;
- (c) Less the aggregate of previous payments made by the City; and

- (d) Less amounts, if any, for which the City's representative has withheld or nullified an approval of payment as set forth in the Contract Documents. Contactor shall submit applications for Payment for each Project in accordance with the General Conditions.

5.3 The City shall make payments for each Project in accordance with the General Conditions. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of R.S.Mo. Section 292.675 has occurred and that a penalty as described in Article 7 of this Master Agreement shall be assessed, the City may withhold and retain all sums and amounts due and owing when making payment to Contractor under this Master Agreement.

5.4 As a condition precedent to the City's payment for any labor hours, the Contractor must provide payroll records showing payments made to employees or subcontractors to substantiate the amount charged to the City.

5.5 As a condition precedent to the City's payment for any reimbursable supplies, materials, equipment rentals, or other expenses, the Contractor must provide invoices showing the amounts owed to the respective vendor by the Contractor.

ARTICLE 6

CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Master Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the existing Contract Documents and the other related data identified in the existing Contract Documents and will carefully study the additional Contract Documents prepared for the issuance of a Work Order, including "technical data," if any.

6.2 Contractor will make itself familiar with and will satisfy itself as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.3 Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the existing Contract Documents and the written resolution thereof, if any, by Design Professional is acceptable to Contractor, and the existing Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.4 Contractor is familiar and proficient with HMI's and SCADA systems, and is fully competent to provide the type of maintenance and services identified in the City's RFP and the Contractor's responding bid.

6.5 Contractor has the full power and authority to make, execute, deliver and perform the Work hereunder for each Project and has authorized the undersigned to bind it to this Master Agreement.

6.6 The representations of Contractor shall be continuing and shall survive the execution and termination of this Contract.

As used in this Article, "existing Contract Documents" refer to those documents prepared at the time this Master Agreement is executed while "additional Contract Documents" refer to the all documents that will constitute Contract Documents at a later time.

ARTICLE 7

SAFETY TRAINING AND NOTICE OF PENALTIES

7.1 Contractor shall provide a 10-hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site during the Project. The construction safety program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri

Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by R.S.Mo. Section 292.675.

7.2 Contractor shall require all on-site employees who have not previously completed the OSHA safety program as required by R.S.Mo. Section 292.675 to complete the program within 60 days after the commencement of work on the Projects.

7.3 Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of an OSHA construction safety program as required by R.S.Mo. Section 292.675 shall be required to produce such documentation within 20 days or will be subject to removal from the Projects.

7.4 Contractor shall require all of its subcontractors to comply with the requirements of this paragraph and R.S.Mo. Section 292.675.

7.5 Pursuant to R.S.Mo. Section 292.675, Contractor shall forfeit to the City as a penalty Two Thousand Five Hundred Dollars (\$2,500.00), plus One Hundred Dollars (\$100.00) for each on-site employee employed by contractor or subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required under paragraph 7.1 of this Article.

7.6 The penalties described in paragraph 7.5 of this Article shall not begin to accrue until the time periods allowed for in sections 7.2 and 7.3 above have elapsed.

7.7 Violations of R.S.Mo. Section 292.675 and the imposition of the penalties described in this Article shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE 8

INSURANCE, INDEMNIFICATION AND BONDS

8.1 **Contractor's Insurance.** The Contractor shall secure from the date of this Master Agreement and maintain for a period as set forth below, insurance of such types and in such amounts specified herein to protect the Contractor and the interest of the City, against all hazards or risks of loss as herein specified. The form of such insurance, together with the carriers thereof, in each case, shall be approved by the City but, regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain coverage shall not relieve the Contractor of any contractual responsibility or obligation. The form and limits of insurance shall be as follows:

(a) **Commercial General Liability.** The Contractor shall secure and maintain from the date of the Master Agreement, and for a period of at least one (1) year from the termination of this Master Agreement, commercial general liability insurance. Such insurance shall have liability limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) for any one occurrence and Two Million Dollars (\$2,000,000.00) products/completed operations aggregate. Such insurance shall be on an occurrence basis.

(i) Such insurance, to be on comprehensive form, shall protect the Contractor and the City, their agents, servants, employees and officers against any and all claims in connection with or resulting from the Contractor's operations and activities described under this Contract, for personal injuries, occupational sickness, disease, death or damage to property of others including loss of use resulting therefrom, arising out of any construction activity of the Contractor, its agents, subcontractors or suppliers or any one directly or indirectly employed by the Contractor for whose acts any of them may be legally liable.

(ii) In addition, such general liability insurance policy shall be endorsed to provide blanket contractual liability insurance with the City as an additional insured for this Contract between the Contractor and the City. In particular, the contractual liability insurance shall cover the Contractor's indemnity liability obligations for each Project commenced hereunder, as well as all other contractual liability.

(iii) Such general liability insurance shall include products and completed operations coverages, which coverages shall be for limits as specified above which shall remain in effect for a period of at least one (1) year after final completion of each Project hereunder.

(iv) Such general liability insurance policy shall include personal injury, sickness, disease or death of any person other than the Contractor's employees for the limits listed above.

(v) Such general liability insurance shall include coverage for damages which are sustained by (1) any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person for offenses related to the operations of the Contractor.

(vi) Such general liability insurance policy shall include broad form property damage coverage. The property damage liability coverage under such general liability insurance policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, explosion, collapse of buildings, or damage to underground property.

(vii) The general liability insurance policy shall include independent contractors' protective liability insurance to protect against bodily injury or property damage claims traceable to negligence of the Contractor's subcontractors or independent contractors, if any.

(b) **E and O.** The Contractor shall secure and maintain from the date of this Master Agreement, and for a period of at least one (1) year from the termination of this Master Agreement, Professional Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

(c) **Automobile.** The Contractor shall secure and maintain from the date of this Master Agreement, and for a period of at least one (1) year from the termination of this Master Agreement, insurance which shall be on comprehensive form, which shall protect the Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks and motorized vehicles, in connection with the performance of Work under this Contract, and shall cover the operation on or off the site of the Work, of all motor vehicles licensed for highway use whether they are owned, non-owned or hired. Such insurance shall provide coverage on the basis of the date of any accident. These liability limits shall not be less than the following:

\$1,000,000.00 combined single limit bodily injury and property damage per accident

(d) **Workers' Compensation and Employer's Liability.** The Contractor shall secure and maintain from the date of this Master Agreement and for a period of at least one (1) year from the termination of this Master Agreement, insurance covering:

(i) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit laws which are applicable to the Work, including coverage as necessary for any applicable benefits provided under the United States Longshoreman's and Harbor-Worker's Act and the Jones Act;

(ii) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees under any applicable employer's liability law;

(iii) claims for injury, disease or death, which for any reasons may not fall within the provisions of a workers' compensation law;

(iv) claims for damages because of bodily injury, sicknesses or disease or death of persons other than the Contractor's employees. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than: Workers' Compensation Statutory Employer's Liability \$1,000,000 each occurrence.

(e) **Additional Insured; Certificate of Insurance; Miscellaneous.**

(i) All insurance coverage procured by the Contractor, with the possible exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, or policy holder ratings otherwise deemed acceptable by the City, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. The City shall be endorsed as an additional insured on all commercial general liability, automobile, and property policies of insurance provided by the Contractor hereunder. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than \$10,000.00 and shall not be subject to a per-occurrence deductible of more than \$25,000.00. Such insurance coverages shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the additional insured shall be primary insurance, and all other insurance covered by the additional insureds shall be excess insurance.

(ii) All insurance required hereunder shall provide that the insurer's cost of providing the insureds a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

(iii) With respect to the insurance required herein, the Contractor shall require its insurance carriers to waive all rights of subrogation against the City and its officers, employees and agents with the exception of Workers' Compensation and Employers' Liability Insurance.

(iv) The Contractor shall provide certificate(s) of insurance to the City before the Contractor shall be entitled to any sum of money payable under this Contract. Certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days written notice shall be given the City before any policy covered thereby is changed or canceled. Such certificates shall be in a form acceptable to the City. With respect to all coverages set forth in Article 7 that are to remain in force after final payment, the Contractor shall provide the City an additional certificate evidencing continuation of such coverage which shall be submitted along with the Contractor's application for final payment.

(v) The maintenance in full current force and effect of such forms and amounts of insurance and bonds shall be a condition precedent to the Contractor's exercise or enforcement of any rights under the Contract Documents.

(vi) If a part of the Work hereunder is to be sublet, the Contractor shall:

- a. cover any and all subcontractors in the Contractor's insurance policies;
- b. require each subcontractor to secure insurance which will protect said subcontractor and supplier against all applicable hazards or risks of loss designated in accordance with Article 7 hereunder; and
- c. require each subcontractor or supplier to assist in every manner possible in the reporting and investigation of any accident, and upon request, to cooperate with any insurance carrier in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required by any claim or suit.

(f) **Property Insurance.** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount approved by the City. This insurance shall include interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work.

(i) Property insurance shall be on an all-risk policy form and shall cover physical loss or damage to the Work, temporary buildings, false work, Work in transit including ocean transit, Work in storage at the Project site or another location acceptable to the City and shall cover

at least the following perils: theft, vandalism, malicious mischief, collapse, fire, lightning, earthquake, flooding, frost, water damage, freezing, extended coverage and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

(ii) If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles.

(iii) This property insurance shall cover portions of the Work stored off the site after written approval of the City at the value established in the approval, and also portions of the Work in transit.

(iv) The City and the Contractor waive all rights against: (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article 7 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City. The City or the Contractor, as appropriate, shall require of the separate contractors against whom rights are waived pursuant to this paragraph, if any, and their subcontractors, sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an interest in the property damaged.

(v) A loss insured under the Contractor's property insurance shall be adjusted by the City in good faith and made payable to the City for the insureds, as their interests may appear, subject to requirements of the Contract Documents. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by the appropriate agreements, written where legally required for validity, shall require the subcontractors to make payments to their sub-subcontractors in similar manner.

(vi) Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

8.2 Indemnification

(a) The Contractor agrees to indemnify and hold harmless the City, their employees, and officials against loss, liability and expense (including reasonable attorney's fees) resulting from claims brought by third parties which arise from the Contractor's performance of this Master Agreement. In the event a claim is asserted against the City which arises in part from the Contractor's performance on this Master Agreement and in part by the City's own conduct, act or omission, the Contractor agrees to indemnify the City for that percentage of loss, liability or expense which is attributable to the Contractor's conduct, acts or omissions in the performance of the Master Agreement, as compared to the conduct, act or omission of the City, regardless of whether the City was in any respect negligent in causing the damages claimed by the third party and regardless of whether the third party's claim is based on allegations of tort or breach of contract. For purposes of this Section, the Contractor's performance of this Master Agreement shall include performance rendered by employees, agents, subcontractors or suppliers performing any part of the Contractor's duties under the Master Agreement, or anyone for whose acts or omissions the Contractor is liable.

(b) The indemnification obligation under this section shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability payment acts or other employee benefit acts.

(c) All insurance required hereunder shall provide that the insurer's cost of providing the insured(s) a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits, but shall remain the insurer's separate responsibility. Contractor shall cause its insurance carriers to waive all rights of subrogation against the City and their officers, employees and agents.

8.3 Performance and Payment Bonds. The Contractor shall furnish a Performance and Maintenance Bond and a Payment Bond, in form, amount and substance satisfactory to the City.

- (a) Without limitation, said bonds shall comply with the following specific requirements:
- (i) The form and substance of such bonds shall be satisfactory to the City and shall comply with all applicable laws;
 - (ii) Bonds shall be executed by a responsible surety licensed in Missouri, with a Best's rating of no less than A/XII and shall remain in effect for a period not less than one (1) year following the date of Final Payment or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
 - (iii) The Performance and Maintenance Bond shall guarantee the Contractor's execution and completion of the Work within the Contract Time and the correction of defects after completion as required by the Contract Documents;
 - (iv) The Payment Bond shall guarantee the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and material as required by applicable laws;
 - (v) The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power;
 - (vi) Every Bond must display the Surety's Bond Number.
 - (vii) If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Missouri is terminated, or it ceases to meet the requirements of this paragraph, the Contractor shall within ten (10) days substitute another Bond and Surety, both of which must be acceptable to the City.
- (b) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- (c) The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the surety. The City shall be notified by the Contractor, in writing, of all communications with the surety. The City may, in the City's sole discretion, inform surety of the progress of the Work and obtain consents as necessary to protect the City's rights, interest, privileges and benefits under and pursuant to any bond issued in connection with the Work.

ARTICLE 9
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

9.1 Contractor shall comply with R.S.Mo. Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

9.2 As a condition for the award of this Contract Contractor shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

9.3 Contractor shall require each subcontractor to affirmatively state, in writing, in its contract for services with Contractor, that subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri in violation of R.S.Mo. Section 285.530. Contractor shall also require each subcontractor to affirm, by sworn affidavit, that subcontractor does not knowingly employ any unauthorized aliens in connection with the contracted services.

9.4 Contractor agrees to abide by any and all rules promulgated by the attorney general that are designed to implement the provisions of R.S.Mo. Sections 285.525 to 285.555.

ARTICLE 10 **TERMINATION OF AGREEMENT**

10.1 The City may, at any time and for any reason, including, without limitation, for its own convenience and at its sole discretion, cancel or terminate this Master Agreement in whole or in part upon five (5) days written notice to the Contractor without liability other than payment for Work already performed up to the date of termination. In no event shall the Contractor be entitled to any other compensation from or recovery of any damages in connection with any termination hereunder, including, without limitation, consequential damages, lost opportunity costs, lost profits, impact damages or similar remuneration. The sole compensation that the Contractor shall be entitled to because of any termination hereunder is limited to amounts for Work performed up to the date of termination, together with reimbursable expenses incurred to the date of termination.

10.2 The City may terminate this agreement upon five (5) days written notice should the Contractor fail to substantially perform in accordance with the terms of this agreement and such failure is not cured within the five (5) day period. The Contractor shall not be entitled to any payment under this agreement upon a termination pursuant to this paragraph 10.2 and the City may recover all damages it sustains as a result of the Contractor's failures.

10.3 Upon receipt of any notice of termination, the Contractor shall promptly (1) discontinue all affected Work (unless the notice directs otherwise), and (2) promptly deliver to the City all design documents and all sepias and copies of all completed or partially completed drawings, specifications, sketches, models, reports, calculations, computer assisted design documents, computer discs, diskettes, tapes, other electronic media, charts, photographs, data, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Master Agreement.

10.4 If a court determines that termination of the Contractor pursuant to paragraph 10.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to paragraph 10.1 and the Contractor's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth in paragraph 10.1.

10.5 The rights and remedies of the City under this Article are non-exclusive and are in addition to all other remedies available to the City at law or in equity.

ARTICLE 11 **MISCELLANEOUS**

11.1 Terms used in this Master Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

11.2 This Master Agreement shall become effective on the date and year first above written, and shall continue in full force and effect for a period of one (1) year. Thereafter, this Agreement will be extended for additional one (1) year terms on each anniversary of the effective date up to a total of four (4) times unless, prior to any such anniversary and renewal date, the City notifies the Contractor of the City's intent to terminate this Agreement at the

end of the term then in effect. In the event that this Agreement is not renewed, both The City and Contractor shall be obligated to diligently fulfill their obligations under this Agreement for all Projects which have been initiated under this Agreement but not yet complete. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair the parties' rights to terminate this Agreement as otherwise described in this Agreement.

11.3 The City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.4 The business address of Contractor given herein is the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of the City appearing herein is hereby designated as the place to which all notices, letters, and other communication to the City shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the other party.

11.5 Contractor and its subcontractors, sub-subcontractors, agents and employees shall, in completing the Work, comply with all provisions of the City's Code of Ordinances; failure to so comply will constitute a breach of this Master Agreement.

11.6 To the extent possible, the Contractor must complete Work at the Standard Hourly Rate set forth in EXHIBIT 1. The City's payment of After-Hours Hourly Rates and Holiday Hourly Rates will be limited to the extent to which (1) the Work could not reasonably be completed at the Standard Hourly Rate and (2) the City's Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, has expressly authorized the Contractor to complete work at Non-Standard Rates for a respective Project. The City's Director of Public Works and Transportation, Superintendent of Water Protection, or either of their designees, shall not unreasonably withhold authorization to complete work at Non-Standard Rates when such authorization is reasonably required to complete the Work.

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IN WITNESS WHEREOF, the City and Contractor have signed this Master Agreement by and through their duly authorized representatives.

CITY OF ST. JOSEPH, MISSOURI

CONTRACTOR

By: _____
J. Bruce Woody, City Manager

By: _____

ATTEST:

Paula Heyde, City Clerk

I do hereby certify that the above contract or order is within the purpose of the appropriation to which it is to be charged and as reflected in the Special Ordinance approved by the City Council and that there is an unencumbered balance to the credit of and in the amount of the Special Ordinance approving such appropriation sufficient to pay therefore.

Director of Administrative Services

APPROVED AS TO FORM AND EFFECTIVE UPON
CERTIFICATION OF DIRECTOR OF ADMINISTRATIVE
SERVICES

City of St. Joseph City Attorney

EXHIBIT 1

HOURLY LABOR RATES

Position	Standard Hourly Rate	After-Hours Hourly Rate	Holiday Hourly Rate

As used herein, “**Holiday Hourly Rates**” identified in EXHIBIT 1 will include the following holidays and will only be compensable as “Holiday Hourly Rates” when previously-approved by the City: (1) New Year’s Day: (January 1); (2) Martin Luther King’s Birthday (Third Monday in January); (3) Washington’s Birthday (Third Monday in February); (4) Memorial Day (Last Monday in May); (5) Independence Day (July 4); (6) Labor Day (First Monday in September); (7) Veterans’ Day (November 11), (8) Thanksgiving Day (Fourth Thursday in November); (9) Day after Thanksgiving (Friday following Thanksgiving), (10) Christmas Eve Day (December 24); and (11) Christmas Day (December 25).

As used herein, “**Standard Hourly Rate**” will apply to work performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday on a day other than a holiday listed herein. “**After-Hours Hourly Rate**” will apply to all work which is (1) expressly authorized by the Director of Public Works and Transportation, the Superintendent of Water Protection, or either of their designees, to be completed outside the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday on a day other than a holiday listed herein and (2) actually completed outside 7:00 a.m. and 5:00 p.m. Monday through Friday on a day other than a holiday listed herein.

HOURLY EQUIPMENT RATES

Equipment	Unit (per use, per hour, etc.)	Rate Per Unit

SUPPLIES, MATERIALS, EQUIPMENT RENTAL, ETC. RATES

The City shall pay the actual cost of Supplies, Materials, and Equipment Rental for equipment not included in the "Hourly Equipment Rates" table, plus an additional sum of the following:

_____ % of the actual cost of Supplies, Materials, and Equipment Rental for equipment not included in the "Hourly Equipment Rates" table,