

BILL NO. 4752

ORDINANCE NO. 4752

AN ORDINANCE AUTHORIZING THE CITY OF FESTUS, MISSOURI, TO ENTER INTO AN AGREEMENT WITH MCCONNELL & ASSOCIATES CORP., FOR CONTRACTOR SERVICES RELATED TO PICKLEBALL COURT RECONSTRUCTION IN JOKERST PARK; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, § 77.260, RSMo provides that the City Council of the City of Festus may enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof; and

WHEREAS, the City of Festus, Missouri (the "City"), has enacted Chapter 150 of the Code of Ordinances of the City of Festus, Missouri, establishing policies and procedures for purchasing and contracting by the City (the "Procurement Policy"); and

WHEREAS, § 150.140 of the Code of Ordinances of the City of Festus, Missouri, provides the City may engage in cooperative purchasing for supplies and contractual services with governmental entities when it serves the best interests of the City, and that cooperative purchasing is not subject to the procurement provisions of this Chapter 150; and

WHEREAS, the City utilized the Interlocal Purchasing System, a cooperative purchasing service, to solicit proposals for the reconstruction of pickleball courts in Jokerst Park (the "Project"); and

WHEREAS, McConnell & Associates Corp. ("McConnell & Associates") submitted a proposal for the Project; and

WHEREAS, the City Council finds and determines that the contract for the Project should be awarded to McConnell & Associates.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FESTUS, MISSOURI, AS FOLLOWS:

SECTION I. An agreement with McConnell & Associates for the pickleball reconstruction project in Jokerst Park in an amount not to exceed Four Hundred Ninety-Eight Thousand Ninety Dollars (\$498,090.00) is hereby approved, in substantially the form attached hereto and incorporated herein as "Attachment 1."

SECTION II. The City Administrator and City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City and to take further action as may be reasonably necessary to carry out the intent and purposes of this Ordinance.

SECTION III. The Agreement approved by this Ordinance is subject to the requirements contained in § 290.010, RSMo, *et seq.*, and § 292.675, RSMo, and those Sections, as well as the OSHA and prevailing wage requirements, penalties, and obligations in the Agreement, including the applicable wage order, are hereby incorporated by reference and made a part hereof.

SECTION IV. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION V. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

READ TWO TIMES AND PASSED THIS 21 DAY OF NOVEMBER, 2023.

Samuel F. Richards
President of the City Council

APPROVED THIS 21 DAY OF NOVEMBER, 2023.

Samuel F. Richards
Mayor of the City of Festus

ATTEST:

K. J. Patton
City Clerk



Attachment 1

[*insert Agreement with McConnell & Associates*]

OWNER-CONTRACTOR AGREEMENT

This is an Owner-Contractor Agreement (“Agreement”) made and entered into as of the _____ day of _____, 2023, by and between the **City of Festus, Missouri** (hereinafter called the “Owner”) and, **McConnell & Associates Corp.**, a Missouri Corporation, 9241 Manchester Road, St. Louis, Missouri 63144 (hereinafter called the “Contractor”).

The project is identified and described as the Pickleball Court Reconstruction project, located within Jokerst Park, 525 South Mill Street, in the City of Festus, Missouri (hereinafter called “Project”).

WITNESSETH:

The Contractor and the Owner, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged agree as follows:

ARTICLE I
The Contract Documents

The Contract Documents shall include the Proposal for the Project , the Conditions of the Contract (General Conditions of Owner-Contractor Agreement (“General Conditions”), Supplementary Conditions and other Conditions, State Wage Order, E-Verify Affidavit executed and provided by Contractor, Non-Collusion Affidavit executed and provided by Contractor, Performance and Payment Bond provided by Contractor, Specifications, the Construction Schedule, and all Modifications issued after execution of this Agreement, which together with this Agreement form the “Contract.” All Contract Documents are hereby incorporated in full as a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions are applicable to this Agreement. When any provision(s) of the Contract Documents conflict, the provision(s) most advantageous to the Owner shall govern.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article XVIII.

ARTICLE II
Scope of Work

The Contractor, acting as an independent contractor, shall faithfully and fully perform the work described in Contractor’s Proposal, attached hereto and incorporated by reference (hereinafter referred to as the “Work”), and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the Project in accordance with the terms and conditions of the Contract. The Contractor shall furnish

all labor, materials, and equipment necessary to perform the Work. The Contractor represents and warrants that Contractor has special skills which qualify Contractor to perform the Work in accordance with the Contract and that Contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part of the Work. Contractor shall perform all Work in compliance with all applicable federal, state, and local laws and regulations.

ARTICLE III
Time of Completion

(a) All time limits stated in the Contract and Contract Documents are of the essence.

(b) Contractor has until _____ to complete the Work for the Project and can begin as soon as is practical depending on weather conditions and asphalt supply. Should the Contractor, or in case of default, the surety, fail to complete the Work within the completion date specified, a deduction of the amount stipulated in Article V will be made for each day that the Work remains incomplete.

ARTICLE IV
The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, an amount not to exceed **\$498,090.00** (the "Contract Sum") subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, in accordance with the General Conditions, payment will be made in the form of progress payments as follows:

(1) On or about the tenth day of each following month, ninety percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the Project site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments; and

(2) Final payment of the Contract Sum, less any offsets or deductions authorized in the Contract or otherwise authorized by law, by the Owner, shall be made within 30 days of a proper Application for Payment after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

(3) The retainage amount withheld under subsection (1) of this Article IV shall not exceed any maximum amount permitted by law.

(4) Owner and Contractor agree that the Contract Sum contains a contingency fee of **\$25,000.00** ("Contingency"). The Contingency is to be held and used by Contractor only

for unforeseen conditions that arise during the Work. If, in the opinion of Contractor, any unforeseen conditions arise that warrant the use of the Contingency, Contractor shall provide prompt notice to Owner with a description of the conditions and an estimate of the cost. The Contingency shall only be used after approval by Owner, and such approval shall not be unreasonably withheld. Any remaining Contingency after completion of the Work shall be returned to Owner.

Notwithstanding any provision herein to the contrary, Owner is obligated only to make the payments set forth herein as may lawfully be made from the funds budgeted and appropriated for that purpose during Owner's then current fiscal year at the discretion of Owner. If no funds are appropriated or otherwise made legally available to make the required payments for the Contract during the next occurring fiscal year (an "Event of Nonappropriation"), this Contract will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of Owner to appropriate funds for this Contract in any subsequent fiscal year shall not be deemed a breach or default of this Contract by any party.

ARTICLE V
Performance of the Work

(a) Within 10 calendar days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, a construction schedule ("Construction Schedule") which shall indicate the dates for starting and completing the Work.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. Contractor agrees and acknowledges that time is of the essence and that delay in the completion of the Work and the Project will inconvenience the public and increase administrative costs of Owner, the costs of which the Contractor and Owner are incapable of ascertaining at this time. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor (or surety, as applicable) shall pay the Owner as liquidated damages and not as a penalty, the sum of \$100.00 for each calendar day the Contractor fails to comply with the Construction Schedule. In the sole discretion of Owner, the total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner. Permitting the Contractor to finish the Work or any part thereof after the expiration of the time for completion in the Construction Schedule shall in no way operate as a waiver of the Owner of any of Owner's rights under the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, Contractor shall promptly take, and cause the Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if

the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause the Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI
Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's reasonable control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages pursuant to paragraph (b) of Article V hereof, provided the Contractor uses Contractor's best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's reasonable control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of Contractor's rights under this Article VI.

ARTICLE VII
Changes in the Work

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly with approval of the Owner. All such changes in the Work shall be executed under the conditions of the Contract. No extra Work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra Work or change in the Work shall be determined based on the unit prices previously specified; to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII
Termination by Owner

(a) If the Contractor is adjudged as bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and Contractor's surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand. In the event of any termination pursuant to this Article VIII, the Contractor, upon the request of the Owner, shall promptly:

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in Owner's sole discretion,

automobile liability insurance policies and such insurance shall be primary with respect to any insurance maintained by the Owner. Certificates evidencing all such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. In addition, all insurance policies of or on behalf of Owner required in the Contract shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever." By execution and performance of the Contract, Owner does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of itself, its officers, directors, employees, agents, servants, successors or assigns, as a result of the execution of the Contract and performance of the functions or obligations described herein.

ARTICLE X
Contractor Indemnification

To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by Owner, and indemnify and hold harmless the Owner, its city council, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the Owner, its city council, officers, representatives, agents and employees, arising from the breach or enforcement of this Contract or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Work, and including but not limited to the Owner's reliance on or use of the services or products provided by the Contractor under the terms of this Contract. The Contractor shall not be liability for any loss or damage attributable solely to the negligence of the Owner. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Contract.

ARTICLE XI
E-Verify

In accordance with Section 285.530, RSMo., the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE XII
OSHA Training Program

The Contractor shall require all of its on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations (MoDOLIR) which is at least as stringent as an approved OSHA program; unless such employees of Contractor hold documentation of prior completion of the required program. The Contractor shall also require all Subcontractors under the Contractor to provide the ten-hour OSHA training program to such subcontractors' on-site employee; unless such employees of the Subcontractor hold documentation of prior completion of the required program. All employees are required to complete the program within sixty-days of beginning work under this Contract.

The Contractor shall forfeit as a penalty to the Owner the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or any Subcontractor, for each calendar day or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the applicable time periods included in Section 292.675, Missouri Revised Statutes, have elapsed. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon Owner's receipt of notification from MoDOLIR that penalties shall be assessed for such violations, Owner shall withhold and retain from the Contract all sums and amounts due and owing to Owner as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

ARTICLE XIII
Prevailing Wage Requirements

This Contract, the Project and the Work, are subject to prevailing wage requirements under applicable Missouri law. The applicable State Wage Order No. 30 is incorporated herein by reference in Article I. Contractor agrees to pay not less than the prevailing hourly rate of wages, as set out in the State Wage Order, to all workers performing the Work for the Project under this Contract. Contractor agrees to comply with all related requirements, including the maintaining of payroll records and making said records available as required. Pursuant to applicable law, Contractor will forfeit as a penalty to the Owner the sum of one hundred dollars (\$100.00) for each workman, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under this Contract, by the Contractor, or by any Subcontractor.

ARTICLE XIV
Contractor Bonds

Prior to, or by the signing of this Contract, the Contractor shall furnish to the Owner a performance and maintenance bond and a labor and material payment bond in an amount equal to one hundred percent (100%) of the contract amount, both which shall be

acceptable to the Owner in form and content. The surety providing such bonds shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner. The payment bond furnished shall meet all requirements of § 107.170 RSMo., as amended, and shall guarantee the payment of any and all materials, incorporated, consumed, or used in connection with the construction of the Work, and all insurance premiums, both for compensation and for all other kinds of insurance, and for all labor performed in such Work whether by subcontractor or otherwise, including payment of prevailing wage requirements of the State of Missouri.

The performance and maintenance bond required herein shall guarantee the faithful performance of the Work and guarantee the Work established in the Contract.

ARTICLE XV
American Products Requirement

Any manufactured goods or commodities used or supplied in the performance of the Contract Documents or any subcontract thereto shall be manufactured or produced in the United States as required in accordance with Section 34.353 RSMo. This section shall not apply when:

1. The purchase, lease, or contract involves an expenditure of less than twenty-five thousand dollars (\$25,000.00);
2. Only one line of a particular good or product is manufactured or produced in the United States;
3. The specified products are not manufactured or produced in the United States in sufficient quantities to meet Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet Owner's requirements; or
4. Obtaining the specified products manufactured or produced in the United States would increase the cost of the contract by more than ten percent (10%).

If this section shall not apply because of the circumstances described in paragraphs (3)-(4) above, then the Contractor shall provide Owner with the information necessary to make the certifications required under Section 34.353 RSMo.

ARTICLE XVI
Anti-Discrimination Against Israel Act

Pursuant to RSMo. § 34.600, a public entity is prohibited from contracting to "acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that that person or company is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of":

1. Goods or services from the State of Israel;
2. Companies doing business in, or with, Israel;

3. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or
4. Persons or entities doing business in the State of Israel.

By executing this Agreement, Contractor certifies that it is not currently engaged in a boycott of items (1) – (4) above and that for the duration of the Agreement, Contractor shall not engage in any boycott of items (1) – (4) above.

ARTICLE XVII
Governing Law – Jurisdiction

The Contract shall be governed, construed, and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of Jefferson, Missouri. Any legal action arising out of, or relating to the Contract shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the Twenty Third Judicial Circuit in the County of Jefferson, Missouri, or federal court, if a claim arises warranting federal jurisdiction, in the United States District Court for the Eastern District of Missouri.

ARTICLE XVIII
Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Contract, are enumerated as follows:

- (a) the Owner-Contractor Agreement
- (b) General conditions of Contract
- (c) Supplementary or other Conditions of the Contract as follows: Job Specifications
- (d) Construction Schedule
- (e) State Wage Order #30 in effect
- (f) Contractor's Proposal
- (g) Insurance Certificates
- (h) E-Verify Affidavit
- (i) Non-Collusion Affidavit
- (j) Performance and Payment Bond

The above-listed Contract Documents, together, form the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

City of Festus
Owner

By Samuel F. Richards

Samuel F. Richards Mayor
Print Name, Title



(Seal)

Attest: Kerry Patch

Kerry Patch, City Clerk

Date: 11-21-2023

McConnell & Associates Corp.
Contractor

BY _____

Print Name, Title

(Seal)

Attest: _____

Date: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 050

JEFFERSON 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, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JEFFERSON County

Section 050

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$59.31
Boilermaker	\$26.38*
Bricklayer	\$62.48
Carpenter	\$59.58
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.88
Plasterer	
Communications Technician	\$26.38*
Electrician (Inside Wireman)	\$73.78
Electrician Outside Lineman	\$26.38*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$26.38*
Glazier	\$26.38*
Ironworker	\$67.29
Laborer	\$51.10
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$26.38*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.14
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$48.96
Plumber	\$75.57
Pipe Fitter	
Roofer	\$56.27
Sheet Metal Worker	\$73.09
Sprinkler Fitter	\$75.21
Truck Driver	\$26.38*
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 RSMO Section 290.210.

Heavy Construction Rates for
JEFFERSON County

Section 050

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$26.38*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$26.38*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.65
General Laborer	
Skilled Laborer	
Operating Engineer	\$67.41
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$26.38*
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. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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