

**ROCKWOOD R-VI SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**RFP No.: RFPCIO-SECCAMS**

**Title: Security Cameras-Kehrs Mill Elementary School**

**Issue Date: June 27, 2018**

This document constitutes Rockwood School District’s (hereafter called the “District” or “Rockwood”) Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms, corporations, or other organizations to provide a turn-key security/surveillance camera system for Kehrs Mill Elementary School.

**SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 11:00 A.M., CDT, ON July 16, 2018. Proposals submitted after that time and date will be rejected and returned.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Chief Information Officer and Coordinator of Purchasing

Rockwood School District

111 East North Street

Eureka, MO 63025

**All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:**

Chief Information Officer

Rockwood School District

Email:ketringdeborah@rsdmo.org

All other communications and questions regarding this RFP must be in writing and must be directed to the Chief Information Officer. No contact with any members of the Rockwood School Board, any administrators, staff or other employees of the District is permitted before or after completion of the RFP process. Failure to follow

this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

**IMPORTANT DATES**

 **RFP Issue Date June 27, 2018**

 **Pre-Proposal Walk-through Friday, July 6, 2018 at 9:00**

Kehrs Mill Elementary School

2650 Kehrs Mill Rd, Chesterfield, MO 63017

 **Deadline for RFP Clarification July 11, 2018**

 **Proposal Due Date July 16, 2018 by 11:00**

 **Successful Proposer Pre-Signed Contract Due July 24, 2018 by 16:30**

 **Anticipated BOE Approval Date August 2, 2018**

 **Contract Commencement Date August 3, 2018**

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**I.** **RFP INSTRUCTIONS AND CONDITIONS**

**1. INTRODUCTION**

The District is a nationally recognized, diverse community of learners. Currently the District serves over 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 2,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named “Accredited with Distinction” by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at [www.rsdmo.org](file:///%5C%5Cfs1%5Ccohome%5Ccofiles%5Capps%5Callusers%5CPurchasing%20and%20Transportation%5CTemplates%5CRFP%27S%5Cwww.rsdmo.org).

The District is seeking to contract with a Proposer to provide indoor and outdoor IP security cameras, camera mounting hardware, a network digital video recording (NVR) System, NVR Software, a video management system, support, maintenance, warranty, cabling and training.

**2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

A. In order to be considered, Proposers must submit two (2) hardcopies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No. **RFPCIO-SECCAMS**. Proposals shall be delivered to:

 Chief Information Officer

 Rockwood School District

 **RFPCIO-SECCAMS**

 111 EAST NORTH STREET

 EUREKA MO 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 11:00 a.m. CDT, ON MONDAY, JULY 16, 2018. Proposals submitted after that time and date will be rejected and returned.**

B. Proposals shall be complete and shall provide a straightforward, concise response to the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.

**PRE-PROPOSAL WALK-THROUGH - OPTIONAL**

A pre-proposal walk-through will be held for all interested Proposers on **Friday, July 6, 2018 at 9:00 at Kehrs Mill Elementary School, 2650 Kehrs Mill Rd., Chesterfield, MO 63017**. At that time any questions or issues related to the RFP will be addressed. Attendance by Proposers is not mandatory.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.). Proposers also shall submit Section II of this RFP with responses and any comments to Section III:

(1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).

(2) If Proposer is incorporated, include the State in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.

(3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.

(4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.

(5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.

(6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer’s total cost for the services to be provided.

 a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.

 b. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.

D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.

E. Proposers must provide evidence or information as to their financial condition and stability.

F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.

G. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

**3. BID BOND REQUIRED**

A bid to be entertained must be accompanied by a cashier's or certified check or a bid bond, payable to Rockwood R-VI School District, in an amount of ten percent (10%) of the proposed contract value, as a guarantee that, if awarded the contract, the Proposer will promptly enter into a contract and execute such bonds as required. Failure to submit bid security is sufficient cause to reject the proposal.

Should the successful Proposer fail to enter into a contract within sixty (60) days after bid due date, Proposer’s check or bond will be forfeited to the District. The successful Proposer’s check will be returned immediately after entering into a contract and receipt of payment and performance bonds as required by contract.

Unsuccessful Proposers’ checks will be returned to Proposers in full within five (5) working days after the above mentioned period. If all proposals are rejected, all checks will be returned within five (5) working days. Bid bonds will only be returned upon written request and after the same conditions are met for return of checks.

**4. AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

**5. RIGHT TO REJECT**

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

**6. PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

**7. COST OF PREPARATION**

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

**8. OWNERSHIP OF SUBMITTALS**

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

 **9. RFP INTERPRETATION**

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

**10. PRICE**

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed. No increase in costs will be permitted during the term of the contract.

**11.** **PREVAILING WAGE/OTHER LABOR REQUIREMENTS**

A. This bid solicitation, the project(s) being bid, and the resulting contract are subject to prevailing wage requirements under applicable Missouri Law. Not less than the prevailing hourly rate of wages, as set out in the annual wage order attached to and made part of this bid solicitation (Appendix D), must be paid to all workers performing work pursuant to any contract awarded for the project. All Bidders must familiarize themselves with the current hourly rate of wages pursuant to said wage order before submitting their bids in response to this bid solicitation. Each Contractor awarded a contract will be held responsible for paying the prevailing wages. The Contractor will forfeit as a penalty to the Rockwood School District the amount of $100 per calendar day (or portion thereof) for each worker who is paid less than the prevailing rate for any work performed under the contract by the Contractor or by any Subcontractor.

B. In all Contractors’ bonds the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.

C. Contractor and their Subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, showing compliance to the above Prevailing Wage Standard.

D. Accurate records pertaining to wages paid all workers employed on the contract shall be kept within the state by the Contractor and each Subcontractor, for a period of one year following completion of the public work.

E. Rockwood School District encourages Bidders to employ St. Louis City and County residents for these projects.

**12. PAYMENT AND PERFORMANCE BOND**

1. If the bid is over $15,000 the District will require the successful Bidder to furnish bonds covering the faithful performance of the maximum contract value of $500,000 and the payment of all obligations in the amount of One Hundred Percent (100%). The cost of the bonds shall be included in Bidder’s proposal.

B. In all Contractors’ bonds the Contractor shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.

**13**. **LIEN WAIVERS**

Lien Waivers shall be submitted with Contractor’s invoices.

**14. CONTRACT**

1. The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval no later than August 2, 2018. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein. The contract term will commence on August 3, 2018.

**15. INSURANCE**

The District requires the successful Proposer to provide a Certificate of Insurance to the District evidencing the following types of insurance with the described limits (see below). The District shall be listed as certificate holder and as an Additional Insured for the commercial general liability and the automobile general liability coverage.

\*$1,000,000 Workers’ Comp.

 \*$2,000,000 Commercial General Liability (Bodily Injury and Property Damage)

 \*$1,000,000 Commercial General Liability (Automobile)

\*Plus Broad Special Form Casualty Insurance for Work, and materials and equipment in transit and stored off-site for the full replacement value.

**16. TAXES**

This is a tax exempt project and the District will provide a Missouri State Tax Exemption Certificate. The Contractor shall make all material purchases for this particular project with the Tax Exemption Certificate and, therefore will not incur Missouri State Sales Tax. The District will not reimburse Contractor for sales tax under any circumstance.

**17. NO PARTICIPATION**

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

**18. USE OF INFORMATION**

 A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

 B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

**19. OSHA TRAINING**

The Contractor and each Subcontractor to perform work on the project must provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program consistent with Section 292.675, Missouri Revised Statutes, for their on-site employees, and any employees who have not previously completed the construction safety program shall complete the program within sixty (60) days of beginning work on the project. For projects with a cost of $100,000 or more, all on-site employees must have completed the safety program prior to beginning work on the project.

**20. NO SMOKING POLICY**

There is a NO SMOKING policy as adopted by the Rockwood School District Board of Education. This policy prohibits smoking anywhere within the boundaries of Rockwood School District Property, to include buildings, facilities, grounds, parking lots, etc. The policy covers Rockwood School District Employees, as well as Contractors.

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**II. DESCRIPTION OF GOODS AND SERVICES**

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the goods and services described herein.  The District intends to contract with the successful Proposer to provide goods, services and support to the District; services to be provided, related matters, and all related costs must be detailed.   While subject to final determination, the District expects that the successful Proposer will begin delivery of the Products and/or Services on or about August 6, 2018. The objective of this project is to identify and select a scalable system that will allow us to establish surveillance camera manufacturer and management software for a multi-year systematic district-wide upgrade upon a successful installation and testing period at our model school, Kehrs Mill Elementary. Other District requirements also include those listed herein.

The District is seeking proposals that provide indoor and outdoor IP security cameras, camera mounting hardware, a network digital video recording (NVR) system, NVR software, a video management system, support, maintenance, warranty, cabling and training. If possible, Proposers should attempt to utilize existing cameras; however, the proposal of solutions that require all new equipment is allowed if that is required to obtain requested features and functionality. Proposals will be evaluated on the criteria included in this RFP. Upon successful testing and review of the newly implemented solution, a second RFP will be published to secure a multi-year pricing agreement for cameras and all components required for full functionality to upgrade and/or replace the surveillance systems in the district’s other 33 locations.

This proposal should provide a system that will enhance, upgrade and/or replace our current surveillance (security) camera system at Kehrs Mill Elementary to bring it up to the surveillance system standard developed this year by the Superintendent’s Safety Committee. Kehrs Mill Elementary is a single floor with several exterior doors and playground areas that require camera presence. Proposals will provide surveillance coverage to meet the criteria listed:

* Video quality of no less than 20 pixels per foot (20 PPF)
* All hallways end-to-end coverage
* Lobbies/vestibules, cafeteria, gymnasium and commons areas coverage
* Exterior doors and some outdoor areas (near playground areas) coverage
* New cameras should be IP
* Outdoor cameras should have infrared capability, i.e. “night vision”
* Integration with Active Directory or Google to authenticate
* Browser access to video management system (required)
* Smart phone/tablet app access to video management system
* Centralized or localized storage of video with enough storage to provide a 30-day retention period
* DVR/NVR, if local, must be housed in a locked network closet
* Individual classrooms and restrooms are explicitly excluded from coverage

**CURRENT ENVIRONMENT**

The current surveillance systems across the district are comprised of Pelco analog and/or IP cameras, local DVR/NVR equipment and DS Control Point management and viewing software and operate on each building’s local area network infrastructure. The system can be viewed directly from the DVR/NVR computer and/or Windows computers with the management software installed; has the ability to show historical video while recording; has limited search-by features; can record on motion; and, has the ability to download video. Kehrs Mill Elementary School’s current coverage is shown on the map in Appendix B.

**ENGAGEMENT METHODOLGY**

Rockwood School District is looking for a turn-key solution for Kehrs Mill Elementary School. The Proposer will be responsible for all camera hardware, all necessary cable runs and supplies to connect cameras to the district’s network. The Proposer will be responsible for coordinating with the district’s Technology Customer Service Manager for Network to configure the networking equipment to work with the school’s existing LAN or district WAN. Proposer must include how many network ports are needed in each data closet for proposed solution.

**DATA WIRING INFORMATION**

This proposal must include the installation and termination of Cat6e Ethernet cable for all IP cameras proposed. Installation must occur during non-school hours and successful proposer must meet all specifications included in the RFP. Proposers may sub-contract the data wiring; however, all requirements must be met by sub-contractor.

Kehrs Mill Elementary has two data closets. Specifications for cable and components for wiring are in Appendix A.

**TECHNICAL SPECIFICATIONS**

**Capacity and Scalability**

The IP Security Camera solution should be capable of handling ten (10) or more cameras. As we plan to expand this solution, we have locations that may require more than 150 cameras to fully meet the district’s new standard. The ideal solution will have the capability to utilize existing analog and/or IP cameras and to expand as needed.

Solutions may be cloud based, distributed to school LANs or centralized on the district’s wide area network. If solution proposed is centralized, proposer must include impact on the district’s WAN required to support video upload and viewing per camera, and, access to video in the event of a network outage. If cloud based, proposer must include the impact on the district’s Internet bandwidth required to support video upload and viewing per camera; cost for storage and pricing structure; and, access to video in the event of a network outage.

**Indoor and Outdoor Cameras**

All outdoor cameras should be vandal proof and anti-vibration compliant. All indoor and outdoor cameras should have the following specifications at a minimum:

A. Full High Definition (FHD)

B. IP 66 rating to protect against dust/environmental elements

C. IK10 rating for vandal resistant housing

D. Infrared Illumination for night visibility for outdoor cameras

E. Defocus Detection

F. Adjusts for areas that have high contrast lighting differences

G. Capability to produce 30 FPS or more

H. Image stabilizing to reduce blurring

I. Day/Night capability (outdoor only)

J. RJ45 Connectivity

L. Power Over Ethernet (PoE)

M. 2-megapixel resolution

N. Support video compression of H.264, MJPEG

N. Must have tamper detection

O. Must have motion detection

P. SD Card Slot

**Video Management System**

The proposed solution should describe the administration/management interface that will be used. Preference will be given to RFPs that demonstrate systems that are easy to use, that have the option to integrate with Active Directory, have an HTML client, have the ability to record on alarm, supports video aging, and have the option to search by thumbnails. Additionally, the system must be able to do the following:

1. Provide multiple role access, e.g. full administrator, limited administrator, view live video only, view recorded video

2. Provide email notification of critical system events

3. Has the capability to store 15TB or more

4. Has the capability to provide video monitors

5. Has the capability to view live video and review and export historical video up to 30 days.

**Support and Maintenance**

Rockwood School District requires 3-years on-site support with the option to continue annual support after the 3-year period has ended. The vendor should provide a detailed description of standard and extended support options, contact methods and hours, maintenance, and the average response time for a support request.

**Service Provider**

If different from Proposer, please state the name of the company which will be delivering service and on-site support for this solution. If service has been outsourced to another firm, how long has this relationship been in effect?

**Product History**

Please provide a technical roadmap for the proposed solutions. How does the proposed solution fit into the vendor’s current product lifecycle?

Please provide a list of policies on firmware updates for the proposed solution. How often are changes released? How is the customer notified about changes? How are they applied?

**Evaluation Criteria**

1. Total cost to implement
2. Capability of Proposer to provide comprehensive, scalable IP Security Camera Solution
3. Capability of Proposer to provide all necessary equipment and service (IP Cameras, Network Voice Recorder, Protective Camera Domes, LED Monitors, Cabling, Networking equipment, Camera Mounts, etc.)
4. Proposer’s depiction of average response times for support requests
5. Proposer’s ability to demonstrate timeline and implementation strategy for the proposed system
6. Ease of operations, management and support of the IP Security Camera solution
7. Capability of Proposer to provide installer, administrator and/or end user training
8. Financial stability of the vendor

**PRICING RESPONSE**

Pricing form is provided in Appendix C: Pricing and should be submitted as part of your proposal.  If submitting multiple options, please copy form and submit one for each option.

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**ACKNOWLEDGEMENT FORM**

(Complete and return as part of your proposal)

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda.

Company Name Representative's Name Title

Address City/State/Zip Telephone # Fax #

E-mail Address

1. Name of Company’s Officers:

|  |  |  |
| --- | --- | --- |
| NAME |  | TITLE |
|  |  |  |
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1. The undersigned hereby acknowledges the receipt of the following addenda:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Addendum Number |  | Date Issued |  | DateAcknowledged |  | Signature |
|  |  |  |  |  |  |  |
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1. The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 90 days from the deadline for submission of Proposals

|  |  |
| --- | --- |
|  |  |
|  | Company Officer’s Name |
|  |  |
|  | Signature Date |

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**ELECTRICAL AND COMMUNICATIONS TRAINING REQUIREMENTS FOR CONTRACTORS DOING WORK FOR ROCKWOOD SCHOOL DISTRICT**

**(Complete and return as part of your proposal)**

Use this Document when a list of separately bound drawings is required for inclusion in the Project Manual, or to include a coordinating reference to a separate listing of separately bound drawings. Coordinate with the Owner/Contractor Agreement, which typically incorporates an enumeration of the Contract Documents.

Coordinate List of Drawings, if incorporated here, with subsequent Addenda and Contract modifications.

APPRENTICESHIP AND TRAINING REQUIREMENTS

Provide registration through the U.S. Department of Labor.

Describe apprenticeship training program requirements which may include one or more of the following:

National Electrical Contractors Association (NECA)

National Joint Apprenticeship and Training committee (NJATC)

Electrical Industry Training Center (EITC)

St. Louis Electrical Industry Training Center (STLEJATC)

Associated Electrical Contractors of Greater St. Louis (AECG)

Ranken Technical College

Other (include description of program and supervising agency or authority)

STAFFING THE PROJECT

Apprentices

Provide copy of the Apprenticeship Agreement.

Complete the Electrical Training Program Summary below with workers expected to staff the project.

|  |
| --- |
| Electrical Training Program Summary |
| Description | Apprentice  | Journeyman  |
| 1. Percentage of workers currently enrolled in a Training Program |  |  |
| 2. Average hours completed in the Training Program |  |  |
| 3. Percentage of workers who have completed a Training Program  |  |  |
| 4. Percentage of workers expected on the project *(percentages must equal 100%)* |  |  |

PROJECT VERIFICATION

The Contractor will provide a written verification program to ensure compliance with staffing requirements listed above.

The Contractor will provide documentation that all apprentices are registered through the U.S. Department of Labor and identify for each individual their respective stages within the apprenticeship program.

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)**

**(Complete and return as part of your proposal)**

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

Accordingly, your company:

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

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| --- | --- | --- |
|  |  |  |
|  | By: |  |
|  |  | (Signature) |
|  | Printed Name and Title: |  |
|  |  |  |
|  | For and on behalf of: |  |
|  |  | (Company Name) |
|  |  |  |

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

|  |  |  |  |
| --- | --- | --- | --- |
|  | By: |  | (individual signature) |
|  | For |  | (company name) |
|  | Title: |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Subscribed and sworn to before me on this  |  | day of |  | 20 . |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

My commission expires:

**III. CONTRACT TERMS AND CONDITIONS**

**INTRODUCTION TO THIS SECTION**

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. **In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary.** Acceptance of any proposed alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about August and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

**INCORPORATION OF DOCUMENTS**

The District and Contractor agree that the RFP documents and Contractor’s response to the RFP are incorporated herein by reference to the extent applicable. Complete and correct copies of those documents will remain on file at the office of the District’s Chief Information Officer.

**WARRANTY FOR SERVICES**

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

**REMEDIES FOR UNSATISFACTORY SERVICES**

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to correct the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

**INSURANCE**

A. Contractor shall procure and maintain occurrence-based insurance including commercial general liability, automobile liability, and worker's compensation and employers' liability in the amounts described in the RFP. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability

 arising out of the performance of Contractor's Services under this Agreement.

C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.

D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

**TERMINATION**

A. The District may terminate this Agreement with or without cause at any time by giving 15 days' prior written notice to the Contractor of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.

B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Agreement by providing written notice of such termination.

**INDEMNITY**

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District’s officers, employees, and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members of the Rockwood Board of Education, officers, employees, or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor’s actions or omissions relating to this Agreement, or arising out of Contractor’s breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

**GOVERNING LAW - JURISDICTION**

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement 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 County of St. Louis, Missouri.

**REPORTING**

During the term of this Agreement, Contractor shall report to, and confer with, the District’s Chief Information Officer and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

**ASSIGNMENT**

Contractor agrees, for Contractor and on behalf of Contractor’s successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

**LICENSES AND PERMITS**

Contractor shall obtain at Contractor’s expense all licenses and permits necessary to perform the Services.

**CONTRACTOR REPRESENTATIONS**

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws and regulations, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

**INDEPENDENT CONTRACTOR**

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor’s duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor’s Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor’s employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

 **FEDERAL WORK AUTHORIZATION PROGRAM**

At, or before, the time of the signing of this Agreement, Contractor shall provide, or shall have provided to the District, the documentation and affidavits regarding a federal work authorization program, as required by Missouri law. The affidavits shall affirm the Contractor’s enrollment and participation in an electronic verification federal work authorization program with respect to the employees working in connection with this Agreement, and shall affirm that Contractor does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. The documentation and affidavits provided shall be acceptable to the District in form and content.

**APPENDIX A: Cabling Supplies Approved List**

|  |
| --- |
| Rockwood School District |
|  | **Wire** |   |
|   | **Berk-Tek** |   |
| LANmark-10G Cat 6A Plenum | 10137385 |   |
|   | **Belden** |   |
| 10GX System UTP Cable | 10GX130042500 |   |
|   | **Superior Essex** |   |
| Superior Essex 10Gain XP Cat 6A | CMP 6H-272-6B |   |
|   | **Ortronics** |   |
| HDJ 3 hole faceplate | OR-403HDJ13 | fog white |
| HDJ 6 hole faceplate | OR-403HDJ16 | fog white |
| HDJ 4 hole faceplate | OR-403HDJ14 | fog white |
| HDJ Blank Modules | OR-HDJB20 | fog white |
| [Clarity 10G 24-port panel, Cat6a, six-port modules, 19" x 1.75"](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-phd610u24.aspx) | OR-PHD610U24 |   |
| [Clarity 10G 48-port panel, Cat6a, six-port modules, 19" x 3.5"](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-phd610u48.aspx) | OR-PHD610U48 |   |
| [Clarity 10G angled 24-port panel, Cat6a, six-port modules, 19" x 1.75"](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-pha610u24.aspx) | OR-PHA610U24 | angled |
| [Clarity Cat6a 24 port flat panel, 110/6port , T568A/B, 1.75 x 19, HD](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-phd6au24.aspx) | OR-PHD6AU24 |   |
| [Clarity Cat6a 48 port flat panel, 110/6port , T568A/B, 3.5 x 19, HD](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-phd6au48.aspx) | OR-PHD6AU48 |   |
| [Clarity 10G angled 48-port panel, Cat6a, six-port modules, 19" x 3.5"](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-pha610u48.aspx) | OR-PHA610U48 | angled |
| [Clarity Cat6a White 48 port flat panel, 110/6port , T568A/B, 3.5 x...](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-phd6au48-w.aspx) | OR-PHD6AU48-W | white |
| [Clarity Cat6a 24 port White angled panel, 110/6port , T568A/B, 1.75...](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-pha6au24-w.aspx) | OR-PHA6AU24-W | white |
| [Clarity Cat6a White 24 port flat panel, 110/6port , T568A/B, 1.75 x...](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-phd6au24-w.aspx) | OR-PHD6AU24-W | white |
| [Clarity Cat6a 48 port White angled panel, 110/6port , T568A/B, 3.5...](http://www.ortronics.com/home/ortronics/copper/clarity-premium-utp-solutions/patch-panels/cat6a/or-pha6au48-w.aspx) | OR-PHA6AU48-W | white |
| Clarity Cat6a 24 port angled panel, 110/6 port, T568A/B | OR-PHA6AU24 | angled |
| Clarity Cat6a 48 port angled panel, 110/6 port, T568A/B | OR-PHA6AU48 | angled |
| HDJ series 24 port unloaded angled panel | OR-PHAHJU24 |   |
| HDJ series 48 port unloaded angled panel | OR-PHAHJU48 |   |
| Clarity Cat6a High Density jack RJ45 | OR-HDJ6A-36 | High Density Jack - Blue |
|   | **Data Rack** |   |
| OR-MM6710 | Mighty Mo 6 Cable Management Rack |   |
| OR-MM6VMD706 | Mighty Mo 6 Cable Management Cage with door |   |
| OR-19-84-6T2SD-CMB | 19" DirectPatch Cable Management Rack, 6" Channel |   |
| OR-DVMS704 | Standard Vertical Cable Management Cage w/cover |   |
|   | **Wall Cabinet** |   |
| OR-MMW192426P-B | 19U x 24"W x 26" D, Plexiglass door |   |
| OR-MMW262426P-B | 26U x 24"W x 26" D, Plexiglass door |   |
| OR-DCW19M12-B | 19U Mounting Rail, 1 pair |   |
| OR-DCW26M12-B | 26U Mounting Rail, 1 pair |   |
| OR-MMCFAN-4-50 | Fan Kit, 4", 50cfm |   |
|  | **Chatsworth Products** |  |
| 48353-703 |  19”W Universal Rack - UL Listed | 84"H x 19"W, 45U |
| 48353-720 |  19”W Universal Rack - UL Listed | 48"H x 19"W, 24U |
| 11583-519 | Flush Mounted Wall Bracket | 19" rack |
|  | **Belden** |   |
| KeyConnect AngleFlex Patch Panel | AX103248 | AngleFlex Patch Panel, 24 port, 1U |
| KeyConnect AngleFlex Patch Panel | AX103249 | AngleFlex Patch Panel, 48 port, 2U |
| 10GX Patch Panels | AX103254 | 24 port, 1U, 10GX Keyconnect patch panel |
| 10GX Patch Panels | AX103256 | 48 port, 2U, 10GX Keyconnect patch panel |
| T568A/B | AX103073 | Copper - Category 6A - 10GX Modular Jacks - KeyConnect |
| 1-port, with ID windows, single-gang | AX102660 | KeyConnect Faceplate |
| 2-port, with ID windows, single-gang | AX102655 | KeyConnect Faceplate |
| 4-port, with ID windows, single-gang | AX102249 | KeyConnect Faceplate |
| 6-port, with ID windows, single-gang | AX102251 | KeyConnect Faceplate |
| CAT6+ KeyConect Patch Panel, 24 port, 1U | AX103114 | KeyConnect patch Panel |
| CAT6+ KeyConect Patch Panel, 48 port, 2U | AX103115 | KeyConnect patch Panel |

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|   | **Panduit** |   |
| LDWH6-A | Nonmetallic raceway 6' L x 1.01" H | LD5 Adhesive |

**Appendix B: Map of Kehrs Mill Elementary Current Camera Distribution and Coverage**

Cameras are marked and current surveillance coverage is indicated by yellow shading

School has six (6) analog cameras and four (4) IP cameras

Orientation of school: front door is generally south facing



**Appendix C: Pricing**

Proposer may state total cost for the turn-key package but components should be listed individually. Data wiring, if subcontracted, may be included as a total price.

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| --- | --- | --- | --- | --- |
| Item | Part Number | Quantity | Unit Price | Total Price |
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| **Total cost of project** |  |  |

**Appendix D: Missouri Division of Labor Standards Annual Wage Order No. 24**

**Official Document can be found at:** [**Missouri Annual Wage Order No. 24**](https://apps.labor.mo.gov/DLS/PrevailingWage/AWO/24_WO100.pdf)



Building Construction Rates for ST. LOUIS COUNTY

REPLACEMENT PAGE Section 100

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| OCCUPATIONAL TITLE | \*\* Date of Increase | \* | BasicHourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
| Asbestos Worker (H & F) Insulator |  |  | $38.42 | 55 | 60 | $22.40 |
| Boilermaker |  |  | $35.41 | 126 | 7 | $30.38 |
| Bricklayer and Stone Mason | 6/17 |  | $33.00 | 72 | 5 | $22.56 |
| Carpenter | 6/17 |  | $37.35 | 77 | 41 | $17.05 |
| Cement Mason | 6/17 |  | $31.91 | 80 | 6 | $18.45 |
| Communication Technician |  |  | $32.22 | 44 | 47 | $9.53 + 32.75% |
| Electrician (Inside Wireman) |  |  | $35.70 | 82 | 71 | $10.84 + 38.5% |
| Electrician (Outside-Line Construction\Lineman) |  |  | $43.50 | 43 | 45 | $5.50 + 36% |
| Lineman Operator |  |  | $37.48 | 43 | 45 | $5.50 + 36% |
| Groundman |  |  | $28.86 | 43 | 45 | $5.50 + 36% |
| Elevator Constructor | 6/17 | a | $47.07 | 26 | 54 | $33.275 |
| Glazier |  |  | $33.40 | 87 | 31 | $24.80 |
| Ironworker |  |  | $33.43 | 11 | 8 | $24.775 |
| Laborer (Building): |  |  |  |  |  |  |
| General |  |  | $31.67 | 97 | 26 | $14.92 |
| First Semi-Skilled |  |  | $31.31 | 114 | 27 | $14.92 |
| Second Semi-Skilled |  |  | $31.67 | 109 | 3 | $14.92 |
| Lather |  |  | USE CARPENTER RATE |
| Linoleum Layer and Cutter |  |  | $31.83 | 92 | 26 | $16.00 |
| Marble Mason |  |  | $31.83 | 76 | 51 | $14.62 |
| Marble Finisher |  |  | $26.42 | 76 | 51 | $13.95 |
| Millwright |  |  | USE CARPENTER RATE |
| Operating Engineer |  |  |  |  |  |  |
| Group I | 6/17 |  | $32.66 | 3 | 66 | $26.14 |
| Group II | 6/17 |  | $32.66 | 3 | 66 | $26.14 |
| Group III | 6/17 |  | $30.76 | 3 | 66 | $26.14 |
| Group III-A | 6/17 |  | $32.66 | 3 | 66 | $26.14 |
| Group IV | 6/17 |  | $27.30 | 3 | 66 | $26.14 |
| Group V | 6/17 |  | $27.30 | 3 | 66 | $26.14 |
| Painter |  |  | $32.50 | 104 | 12 | $14.06 |
| Pile Driver |  |  | USE CARPENTER RATE |
| Pipe Fitter |  |  | $38.00 | 91 | 69 | $26.93 |
| Plasterer |  |  | $31.56 | 67 | 3 | $17.98 |
| Plumber |  |  | $38.00 | 91 | 69 | $26.93 |
| Roofer \ Waterproofer | 6/17 |  | $32.00 | 15 | 73 | $17.57 |
| Sheet Metal Worker |  |  | $40.89 | 32 | 25 | $21.96 |
| Sprinkler Fitter - Fire Protection | 6/17 |  | $42.31 | 66 | 18 | $22.77 |
| Terrazzo Worker |  |  | $32.30 | 116 | 5 | $13.79 |
| Terrazzo Finisher |  |  | $30.54 | 116 | 5 | $12.26 |
| Tile Setter |  |  | $31.83 | 76 | 51 | $14.62 |
| Tile Finisher |  |  | $26.42 | 76 | 51 | $13.95 |
| Traffic Control Service Driver |  |  | $27.35 | 83 | 17 | $9.045 |
| Truck Driver-Teamster |  |  | $30.41 | 35 | 36 | $10.82 |

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

## Building Construction Rates for ST. LOUIS COUNTY Footnotes

Section 100

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| OCCUPATIONAL TITLE | \*\* Date of | Basic | Over- | Holiday | Total Fringe Benefits |
| Hourly | Time |
| Increase | Rates | Schedule | Schedule |
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### \* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

\*\*Annual Incremental Increase ANNUAL WAGE ORDER NO. 24 3/17

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 3:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 15:** Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten

(10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee’s compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 32:** The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day’s of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 35:** Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 44:** Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars ($2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the “shift” hourly rate.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 66:** Means eight (8) hours shall constitute a day’s work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. And ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00

a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

**NO. 72:** Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the staring time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the staring time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

**NO. 76:** Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30

p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

**NO. 77:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week’s work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one- half (1 ½ ) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

**NO. 80:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 82:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee’s hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars ($2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the “shift” hourly rate.

**NO. 83:** Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10- Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day’s work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**NO. 91:** Means eight (8) hours shall constitute a day’s work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00

a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays**,** before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus $2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus $3.00 per hour premium for eight (8) hours work.

**NO. 92:** Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00

a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

**NO. 97:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week’s work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift Work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00

p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 109:** Means a workday of eight (8) hours shall constitute the regular day’s work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday**:** If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight

(8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

**NO. 114:** Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one- half (7½) hours worked.

**NO. 116:** Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30

p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional

$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day’s shift. For all overtime hours worked $29.14 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

**NO. 6:** The following days are recognized as holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**NO. 17:** All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

**NO. 18:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**NO. 27:** All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**NO. 36:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 41:** The following days shall be observed as legal holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 47:** The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

**NO. 51:** All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year’s Day, Decoration Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year’s Day, Memorial Day, July Fourth, Labor Day, Veteran’s Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

**NO. 73:** The following days are recognized as holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran’s Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

Heavy Construction Rates for ST. LOUIS COUNTY

REPLACEMENT PAGE Section 100

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| OCCUPATIONAL TITLE | \* Date of Increase | BasicHourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
| Carpenter | 6/17 | $37.35 | 11 | 7 | $17.05 |
| Cement Mason |  | $31.16 | 17 | 11 | $17.95 |
| Electrician (Outside-Line Construction\Lineman) |  | $43.50 | 9 | 12 | $5.50 + 36% |
| Lineman Operator |  | $37.48 | 9 | 12 | $5.50 + 36% |
| Lineman - Tree Trimmer |  | $25.62 | 32 | 31 | $10.20 + 3% |
| Groundman |  | $28.86 | 9 | 12 | $5.50 + 36% |
| Groundman - Tree Trimmer |  | $20.30 | 32 | 31 | $7.57 + 3% |
| Laborer |  |  |  |  |  |
| General Laborer |  | $31.12 | 16 | 10 | $14.47 |
| Millwright | 6/17 | $37.35 | 11 | 7 | $17.05 |
| Operating Engineer |  |  |  |  |  |
| Group I | 6/17 | $32.66 | 10 | 9 | $26.14 |
| Group II | 6/17 | $32.66 | 10 | 9 | $26.14 |
| Group III | 6/17 | $31.36 | 10 | 9 | $26.14 |
| Group IV | 6/17 | $27.90 | 10 | 9 | $26.14 |
| Oiler-Driver | 6/17 | $28.36 | 10 | 9 | $26.14 |
| Pile Driver | 6/17 | $37.35 | 11 | 7 | $17.05 |
| Traffic Control Service Driver |  | $27.35 | 26 | 25 | $9.045 |
| Truck Driver-Teamster |  | $30.41 | 25 | 21 | $10.82 |

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.

\*Annual Incremental Increase ANNUAL WAGE ORDER NO. 24 6/17

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 10:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty

(40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer’s option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week’s work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. For all overtime hours worked during the week or on Saturday $16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.80 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 16:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00

a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer’s option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week’s work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight

(8) hours with the excess hours to be paid at overtime rate.

**NO. 17:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00

a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

#### ST. LOUIS COUNTY

**HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 7:** The following days shall be observed as legal holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 9:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year’s Day, Decoration Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 10:** All work done on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

**NO. 11:** Means all work performed on New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 25:** The following days are recognized as holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents’ Day, Veterans’ Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

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