



SAINT LOUIS COUNTY
Transportation and Public Works

St. Louis County Sewer Lateral Repair Program Rules and Regulations

Chapter 1111 of the St. Louis County Revised Ordinances (“SLCRO”) and the following Rules and Regulations shall implement the Sewer Lateral Repair Program. St. Louis County (“County”) reserves the right to review, update, and/or change this document at any time.

I. General Provisions

- A. Authority
 - 1. The Director of Public Works (“Director”) has promulgated rules and regulations pursuant to Section 1111.100 SLCRO.
- B. Title
 - 2. The complete title of this document is the St. Louis County Sewer Lateral Repair Program Rules and Regulations (“Rules and Regulations”).
- C. Definitions
 - 1. All capitalized terms used herein shall have the meanings as defined in Section 1111.020 SLCRO, as amended, unless otherwise specified.
 - 2. Capitalized terms not defined in Section 1111.020 SLCRO but used herein shall have the meanings used in the industry to which the capitalized term relates.
 - 3. Contractor- a person, company, or entity included on the Repair List.
 - 4. Subcontractor- a person, company, or entity with whom or which a Contractor contracts to perform work under the Water Service Line Repair Program.
 - 5. Director: The Director of Public Works or his/her designee.
 - 6. Sewer Lateral Repair Emergency- the repair of a defective sewer lateral necessary to relieve immediate danger to the health, safety, or welfare of the public. The Director has discretion to determine if an emergency exists.
 - 7. Repair List-the listing of licensed sewer lateral repair contractors maintained by the St. Louis County Department of Public Works pursuant to 1111.050 SLCRO.
- D. Conflict of Terms; Priority:
 - 1. The terms contained in Chapter 1111 SLCRO shall prevail over the terms of these Rules and Regulations to the extent that such terms conflict.

II. Owner Participation In The Sewer Lateral Repair Program (Section 1111.040 SLCRO)

- A. **Application for Sewer Lateral Repair Work**
The application for the County to perform Sewer Lateral Repair Work under the Sewer Lateral Repair Program shall be the same as shown on **Attachment 1** incorporated by this reference.
- B. **Application for Emergency Sewer Lateral Repair Work (1111.080 SLCRO)**
The application for the County to reimburse a Contractor for Emergency Sewer Lateral Repair work shall be the same as shown on **Attachment 2** incorporated by this reference.
- C. **Work Not Covered Under Sewer Lateral Repair Program**
Any completed applications refused by the County may be forwarded to the County Counselor's office for review at the discretion of the Director.
- D. **Application for Sewer Lateral Repair Work by Owner with Insurance Coverage**
If a homeowner has insurance coverage for any portion of an eligible Sewer Lateral repair, the homeowner shall first engage the repair as required by his insurance company. Upon timely application to the Sewer Lateral Repair Program, the County may reimburse portions of costs incurred including the homeowner's deductible or for qualified Sewer Lateral repair not covered by said insurance. The application shall be the same as shown on **Attachment 3** incorporated by this reference.

III. Contractor Participation in the Sewer Lateral Repair Program:

- A. Contractors must complete application materials and receive approval to participate in the St. Louis County Sewer Lateral Repair Program. A sample application marked as **Attachment 4** is attached to this document and incorporated by reference.
- B. **Qualifications:**
Contractors must submit proof of the following to qualify for placement on the Repair List:
 - 1. A full-time employee, officer, or owner who is licensed by St. Louis County as a "Master Drain-layer;"
 - 2. A \$25,000 Standard Performance Bond containing substantially the same language and provisions as shown on **Attachment 5** incorporated by this reference; and
 - 3. A \$25,000 Standard Labor and Material Payment Bond containing substantially the same language and provisions as shown on **Attachment 6** incorporated by this reference.
- C. **Insurance Requirements**
 - 1. Participating Contractors shall maintain insurance coverage as follows:
 - 1.01. **Contractors Insurance:**
The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the

Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a. Claims under Workers' Compensation, disability benefits, and other similar employee benefit acts.
- b. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- c. Claims for damages insured by usual personal injury liability coverage that are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting from such damages.

1.02. Commercial General Liability:

Contractor shall maintain a standard ISO version Commercial General Liability policy form, or its equivalent, providing coverage for, but not limited to, Bodily Injury and Property Damage, Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability. St. Louis County shall be named as additional insured. Limits shall not be less than \$1,000,000 per occurrence. The general aggregate limit shall apply separately to each contract location for sewer lateral repair work, or the general aggregate shall be twice the required occurrence limit as set forth in this document. Coverage shall be provided on a primary basis.

1.03. Workers' Compensation Insurance:

Contractor shall purchase, maintain and provide proof of Workers' Compensation Insurance with statutory limits for the duration of all work contracted. Coverage shall extend to Employer Liability. Contractor agrees this coverage shall be provided on primary basis.

1.04 Business Auto Liability:

Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Coverage shall provide limits of not less than \$1,000,000.00 combined single limits (CSL) for bodily injury and property damage claims that may arise as a result of operations under this contract.

D. Additional Terms and Requirements

1. Theft of Material:

St. Louis County does not provide theft or other peril coverage. The Contractor or Subcontractor shall be responsible for all materials, tools and equipment in their possession and control on the job site until said materials are attached and become a part of the structure under repair or are removed from the site.

2. **Insurer Waiver of Subrogation:**
The Contractor's and Sub-contractor's insurer shall agree to waive all rights of subrogation where permitted by law against St. Louis County, its elected and appointed officials and all employees for losses arising from work performed under the Contract.
3. **Subcontractor Insurance:**
The Contractor shall agree to cause each Subcontractor employed by the Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the Subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each Subcontractor.
4. **Certificate of Insurance:**
 - a. Certificate(s) of Insurance described herein and acceptable to the County shall be filed with the County prior to allowing any Contractor or Subcontractor to commence sewer lateral repair work. Approval of the insurance by the County shall not relieve or decrease the liability of the Contractor.
 - b. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or materially changed until the Director receives written notice thirty (30) days in advance of such cancellation or change. All Certificates of Insurance are required to include a term of a thirty (30) day advanced written notice for cancellation or non-renewal. Such notice shall be sent to the St. Louis County Sewer Lateral Repair, Program, 1050 N. Lindbergh Blvd, St. Louis, MO - 63132.
5. **Insurance Companies:**
All insurance shall be procured through agencies and be written by insurance companies that are acceptable to and approved by the County. The Contractor shall obtain and pay for all insurance.
6. **Replacement Policies:**
Upon receipt of any notice of cancellation or alteration, Contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. If Contractor fails to provide, procure and deliver acceptable policies of insurance or other evidence thereof during periods when the Contractor is performing sewer lateral repair work for the County, then the County may obtain necessary insurance at the expense of the Contractor and without notice to the Contractor. The County may also halt any further participation by the Contractor.

E. **Agreement to Pay Prevailing Wages**

1. Contractors must execute an affidavit stating they will pay Prevailing Wages. The Prevailing Wage requirement is set and may be waived at the Director's discretion.

2. Contractors must conduct all work and maintain records according to these Rules and Regulations.

IV. Repair List - Selection of Bidders and Solicitation of Bids:

A. Repair List

Upon receipt and approval of a properly documented application as described above, all approved Sewer Lateral Repair Contractors will be placed on the "Repair List" as described in Section 1111.050 SLCRO. If for any reason a Contractor's name is removed from the Repair List, an appeal may be made to the Director. The Director shall conduct a hearing within ten (10) days after receipt of such appeal.

B. Selection of Bidders and Solicitation of Bids

Except for emergencies and other special conditions described in Chapter 1111 SLCRO, contracts to perform Sewer Lateral Repair Work will be awarded to the lowest responsible bidder determined through the following process:

1. Random Selection of Three (3) Bidders from "Repair List"

Upon determination that sewer lateral repair work under the Sewer Lateral Repair Program is necessary, a minimum of three (3) bidders will be randomly selected from the "Repair List." The random selection system shall be arranged to provide each potential bidder on the "Repair List" with the same opportunity to bid on each sewer lateral repair project bid letting. Each Contractor selected will then be contacted and a competitive sealed bid solicited.

2. Solicitation of Bids

- a. The standard form of the "Invitation to Bid" shall be the same as shown on **Attachment 7**, incorporated herein by this reference.

C. Bid Solicitation Requirements:

1. Each bid must be in a separately sealed envelope marked with the bidder's name, location of proposed sewer lateral repair work, the bid solicitation or project number, the submission deadline and the date and time that bids will be opened.

D. Receipt of Bids:

1. Bids will be received at 1050 N. Lindbergh Blvd, St. Louis, Mo - 63132.
2. The envelope will be time stamped and filed.

V. Contracts - Execution of Work and Final Payment:

A. Standard Form of Contract:

The standard form of contract shall be the same as shown on **Attachment 8** and incorporated herein by this reference.

B. Contracts shall contain or reference the following provisions on subcontracts:

1. Subcontractor assignments as identified in the bid proposal shall not be changed without written approval of the Director.
2. Contractor agrees that he/she is fully responsible to the County for the acts and omissions of Contractor's employees and Subcontractors.
3. The applicable terms and provisions of the Sewer Lateral Repair Contract bind every subcontractor. No contractual relationship shall exist between any Subcontractor and St. Louis County. If the right of the Contractor to proceed with the work is suspended or the contract is terminated as herein provided, the Director may elect in writing to assume the subcontract.
4. Upon receipt of the "Notice to Proceed" and prior to submission of the first payment request, the Contractor shall notify the St. Louis County Sewer Lateral Repair Program Office in writing of all major material suppliers proposed for all parts of the work and provide the names of any Subcontractors to be used in addition to those identified in the bid proposal.

C. Time Lines on Commencement and Completion of Work:

The standard form of "Notice to Proceed" shall be the same as shown on **Attachment 9** incorporated herein by this reference. Permits shall be obtained, work initiated and work completed in accordance with the following criteria.

1. Before a "Notice to Proceed" with the work will be issued, the Contractor must submit a properly executed Contract. The Director may authorize a "Notice to Proceed" without a properly executed contract in emergencies and under other special conditions described in Chapter 1111 SLCRO.
2. The "Notice to Proceed" with work will stipulate the maximum number of working days that may occur prior to proceeding with the work as well as the maximum number of working days that are allowed for completion of the work. Except as provided in 3 below, failure to start or complete work within the times prescribed by the "Notice to Proceed" may result in penalties provided for in the Contract and/or in the Rules and Regulations, and/or calling forth performance bonds of said Contractor(s).
3. Extension of time stipulated in the Contract for completion of the work may be granted by the County when changes in the work occur, when the work is suspended by the County, or when the work of the Contractor is delayed on account of conditions which could not have been foreseen or which were beyond the control of the Contractor, his Subcontractors or suppliers, and the conditions were not the result of their negligence or fault.
4. The Contractor shall notify the Sewer Lateral Repair Program Office to request an extension of time. Such notice shall be in writing and shall include the specific bases for the request and any supporting materials. The request must be submitted five (5) business days in advance of the expiration of the time allotted for work.

D. Changes in the Work:

Changes in the work shall be determined and authorized in the following manner:

1. The Director, without giving notice to the surety and without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work. The Contract sum will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change pursuant to the procedures established in the Rules and Regulations.
2. The amount of any adjustment in the Contract price for authorized changes or the use of Contract allowances shall be set before such changes or authorizations become effective. The Contractor shall submit a request on the Scope of Work Change Form as shown on **Attachment 10** and incorporated by this reference. Adjustments shall be calculated and proposed on one of the following bases:
 - a. By an acceptable unit price or lump sum proposal from Contractor and Subcontractor. Proposal shall include all takeoff sheets for each Contractor and Subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate. Overhead and Profit shall be shown separately for each Subcontractor and the Contractor; or
 - b. By a cost-plus-fixed-fee (percentage) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate. Overhead and profit shall be shown separately for each Subcontractor and the Contractor; or
 - c. By unit prices contained in Contractor's original proposal and incorporated in the construction contract.
3. Overhead and Profit on Change Orders, Work Authorizations and Field Work Authorizations shall be applied as follows:
 - a. The overhead and profit charge by the Contractor shall be considered to include, but is not limited to: performance bond, job site office expense, incidental job burdens, truck expense including mileage, small hand tools, project supervision including field supervision, company benefits and general office overhead. The percentages for overhead and profit charged on Change Orders and Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed fifteen percent (15%) in the aggregate regardless of the number of tiered Subcontractors.

b. On proposals covering both increases and decreases in the amount of the Contract, the application of overhead and profit shall be on the net change in the cost of the work.

c. The percentages for overhead and profit credit to the Owner on Change Orders that are strictly decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). Change Orders that are strictly decreased in the contract amount for credit of unused allowance money will not include a credit for overhead and profit.

4. No claim for an addition to the Contract sum shall be valid unless authorized in writing by the Director. In the event that none of the foregoing methods are agreed upon, the Director may order work performed by force account or accounts. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined within the Rules and Regulations.

5. If the Contractor claims that any instructions involve extra cost under this contract, the contractor shall give the Director written notice thereof within a reasonable time after the receipt of such instructions. Such notice must be given before proceeding to execute the work. No such claim shall be valid unless so made and authorized in writing by the Director.

6. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Director, is hereby permitted to act at his discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined by agreement with the Director.

E. Assignment of Contract:

1. The Director must approve in writing any assignment by a Contractor of any amount or part of the Contract or of the funds to be received under the Contract.

F. Payments to Contractors for Execution of Sewer Lateral Repair Work:

Payments to Contractors for execution of Sewer Lateral Repair Work shall be according to the following terms.

1. Payment:

a. Payment made to Contractor shall be on account of the total amount payable to Contractor and material and work covered by said payment shall thereupon be treated as the sole property of the County.

b. Payment shall be due at such time as the work is fully completed and all provisions of the Contract have been fulfilled.

- c. Upon receipt of written notice from the Contractor to the Director that the work is ready for final inspection and acceptance, the County shall promptly make inspection of the work. If the work is acceptable and the Contract fully performed, the Contractor may submit a Final Application and Certification for Payment. If the Director approves the same, the entire balance is due and payable.
- d. Neither the final payment nor any part of the payment due under the Contract shall become due until the Contractor furnishes the Sewer Lateral Repair Program Office with all of the following documentation:
 - 1. A complete file of releases from Subcontractors and material suppliers evidencing payment in full for services, equipment and materials as the case may require;
 - 2. Affidavit of Compliance with Prevailing Wage Law requirements properly executed by each Subcontractor and the Contractor, the same as shown on **Attachment 11** and incorporated herein;
 - 3. Attested copies of all Contractor and Subcontractor payrolls, consisting of name, occupation and craft, total number of hours worked and actual wages paid for each individual. The Director reserves the right to require certified copies or additional information necessary to prove compliance;
 - 4. Final Receipt of Payment and Waiver of Lien, in substantially the same form as shown on **Attachment 12**, incorporated herein; and
 - 5. Other items that may be specifically required under the Contract.
- 2. Payment Withheld:
The Director may withhold or nullify in whole or part any payment to such extent as may be necessary to protect the County from loss under the following circumstances, including but not limited to:
 - a. Defective work not remedied;
 - b. Failure of Contractor to make proper payment to Subcontractors for material and/or labor;
 - c. Damage to another Contractor/Subcontractor.
- 3. Unsatisfied Claims:
If any claim remains unsatisfied after all payments are made, the Contractor shall pay directly to the property owner all monies that the property owner may be compelled to pay in discharging such a lien or claim including all costs and a reasonable attorney's fee.

VI. Procedure for Processing of Qualified Sewer Lateral Repair Application

A. Sufficient Funds Available

If sufficient funds are available for repairs, all qualifying and approved Sewer Lateral Repair and qualifying and approved Emergency Sewer Lateral Repair applications will be processed.

B. Limited Funds

As may be determined by the Director in conjunction with the Accounting Officer, if funding for the Sewer Lateral Repair Program becomes limited, qualified Sewer Lateral Repair applications will be placed on a Repair Waiting List in the order received. When sufficient funding becomes available, Repair Waiting List applications will be processed in the order received. At the discretion of the Director, applications may be taken out of order and shall be accompanied by supporting documentation from the Director. Qualified Emergency Sewer Lateral Repair applications are a priority and will be processed when received.

C. Insufficient Funds

As may be determined by the Director in conjunction with the Accounting Officer, if funding is unavailable for repairs, applicants with emergency sewer lateral repairs may be required to make repairs at the applicants' own costs. All other qualifying applications will be placed on a Repair Waiting List and processed in the same manner as set forth above.

VII. Contracts with Municipalities for Administration of Sewer Lateral Repair Programs

Pursuant to Section 1111.110 SLCRO, County is authorized to administer Sewer Lateral Repair Programs for qualified municipalities. All St. Louis County Sewer Lateral Repair Program Rules and Regulations apply to the administration of the Sewer Lateral Repair Program of participating municipalities.

The form for the Municipal Contract shall be the same as shown on **Attachment 13**, incorporated herein by this reference.

Attachments

Attachment 1: Sewer Lateral Repair Application

Attachment 2: Emergency Sewer Lateral Repair Application

Attachment 3: Sewer Lateral Repair Application for Homeowner with Insurance

Attachment 4: Contractor's Application to Participate in Sewer Lateral Repair Program

Attachment 5: Standard Performance Bond

Attachment 6: Standard Form of Labor and Material Payment Bonds

Attachment 7: Sample Invitation to Bid

Attachment 8: Standard Form Contract

Attachment 9: Sample Notice to Proceed

Attachment 10: Scope of Work Change Form

Attachment 11: Prevailing Wage Affidavit

Attachment 12: Final Receipt of Payment and Waiver of Lien

Attachment 13: Sample Contract with Municipality

Saint Louis County Department of Public Works

RESIDENTIAL SEWER LATERAL REPAIR PROGRAM

APPLICATION INSTRUCTIONS

1. Complete the application titled “SEWER LATERAL REPAIR APPLICATION”.
2. If the sewer lateral line crosses over into a neighbor’s yard, the neighbor may be required to sign an application giving consent for access to their property.
3. Submit the “**MASTER PLUMBER/DRAINLAYER CERTIFICATION**”, completed by the Master Plumber/Drainlayer who certified the need for a sewer lateral repair, with the Sewer Lateral Repair Application.
4. Return completed application along with supporting documentation to: Department of Public Works, Sewer Lateral Repair Program, 1050 N. Lindbergh Blvd, St. Louis, Mo - 63132

Questions regarding any of the above should be directed to the Sewer Lateral Repair office at 615-8427. Fax number (314) 615-8411.

The following actions will take place when your application is received:

1. The Sewer Lateral Repair Office will notify the applicant of receipt of application.
2. The Department of Public Works will solicit at least four (4) bids from the qualified contractor’s “Repair List” to perform the repair.
3. After a bid has been awarded, the applicant will be notified by the contractor who will be making the repairs.
4. The licensed contractor will make the contracted repairs.
5. Inspections will be performed by all relevant agencies.
6. After the repairs have been made, the contractor will submit his invoice to the Department of Public Works, Sewer Lateral Repair Program.
7. Upon approval of the final inspection of the repairs and the receipt of all required documentation, St. Louis County will pay the contractor.

ST. LOUIS COUNTY DEPARTMENT OF PUBLIC WORKS
SEWER LATERAL REPAIR APPLICATION

Address of Request for Repair _____

Owner Name: _____

Address:

City/State/Zip: _____

Daytime Phone: _____ Evening Phone:

Property located within Unincorporated St. Louis County? Yes or No

If not, what Municipality? _____

As owner of the property, I certify that I have the authority to and do consent to the performance of sewer lateral repair work on and about the property described in the application and will not interfere with the work to be performed by the contractor selected by St. Louis County Department of Public Works and shall reimburse County for all expenses incurred by County on applicants behalf in the event the applicant withdraws permission to proceed or otherwise interferes with performance of work authorized under this program. Repairs are subject to Chapter 1111 of the St. Louis County Ordinances and the St. Louis County Sewer Lateral Repair Program Rules and Regulations.

Property owner Initials _____

As owner of the property, I certify that I nor anyone on behalf of owner will make any claim against or seek any relief from St. Louis County arising out of or in connection with any work done or any action taken in connection with the Sewer Lateral Repair Program.

Property owner Initials. _____

As owner of the property, I also understand and agree that St. Louis County is not responsible for the actions of the contractor making the sewer lateral repairs and agree to indemnify St. Louis County and hold St. Louis County harmless from any and all claims arising out of the applicant=s participation in, and work performed and actions taken in connection with, the Sewer Lateral Repair Program.

Property owner Initials. _____

As owner of the property, I understand that sewer lateral repair includes only the patching or replacement of a defective sewer lateral line, including associated digging and the replacement of dirt and seeding of affected areas, and does not include replacement of landscaping or ornamental structures and may not include replacement of structural facilities.

Property owner Initials. _____

As owner of the property, I understand that I may be responsible for the repair or replacement of the property or items on the property not covered by County. If necessary, I as property owner will make necessary repairs to the property to bring the property to a condition substantially similar to the condition of the property, prior to participation in the program, within six months or other time as may be established by the Director. Specifically, as owner I may be responsible for repair/replacement of items such as driveways and sidewalks or accessory structures which may include fences and walls.

Property owner Initials. _____

As owner of the property, I certify that no portion of the repairs for which I am applying is covered by insurance and that I may be required to produce a copy of my insurance if participating in this program. My insurance company is _____ and may be contacted at (provide phone number of insurance company/agent) _____.

As owner of the property, I also certify the following:

- A) According to County Ordinance Section 1111-20 the above residential property contains 6 or less dwelling units.
- B) As owner of property, I certify that the real estate taxes for the current year have been paid in full including the \$28 for the Sewer Lateral Repair Program.

As owner of the property, I acknowledge that the owner is a third party beneficiary to any contract for sewer lateral repair work.

Owner _____ Date _____

Adjacent Property Owner _____ Date _____

If the signature is by agent, form must be accompanied by a notarized power of attorney.

FOR OFFICE USE ONLY

Date Received Application _____
Sewer Repair Project Number _____

ST. LOUIS COUNTY SEWER
LATERAL PROGRAM
MASTER PLUMBER/DRAINLAYER CERTIFICATION

Date _____

PROPERTY ADDRESS _____
Number Street Zip

PROPERTY CONTACT PERSON _____
Home Phone Work Phone

Nature & location(s) of problem, in such detail, that the Director may adequately determine both the nature of the problem and the bidding requirements for the sewer lateral repair.

Use back if additional space is needed

Verification Method Used to Determine that the Sewer Lateral is Defective:

___Cable and Video Camera required for review ___Other_____

Location of Problem:

Located _____ ft. from base of stack Located _____ ft. from foundation
Located _____ ft. from base of yard trap/cleanout Located _____ ft. from corner of foundation
Approximate depth of sewer: _____ ft.

Sewer lateral location verified by: _____

Is Location of Repair in St. Louis County Right – A – Way? Yes or No Don't Know

Does building sewer cross an adjoining property line? ___ yes ___ no

Repair/replacement location marked at site ___ yes ___ no

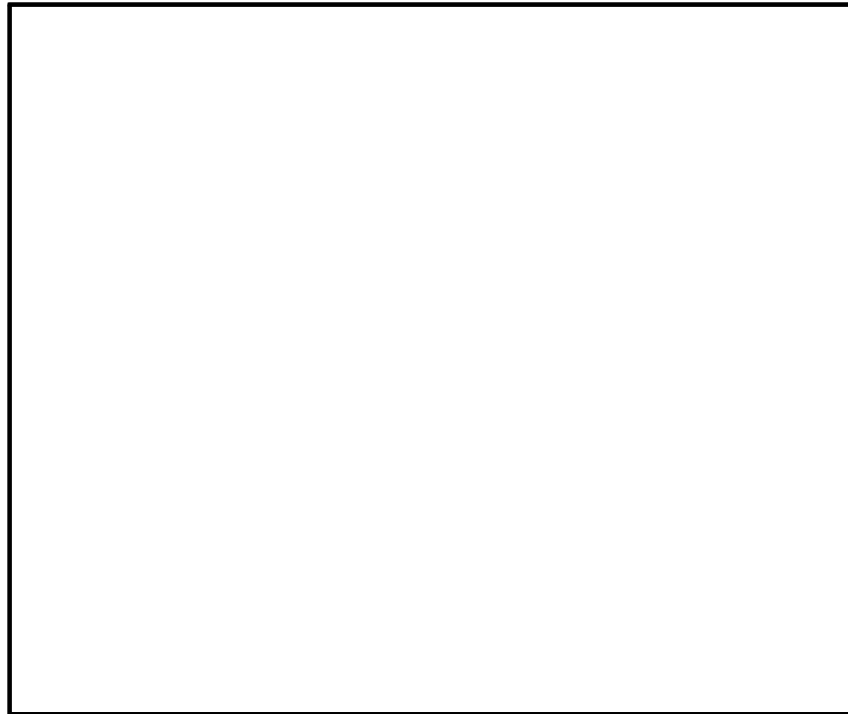
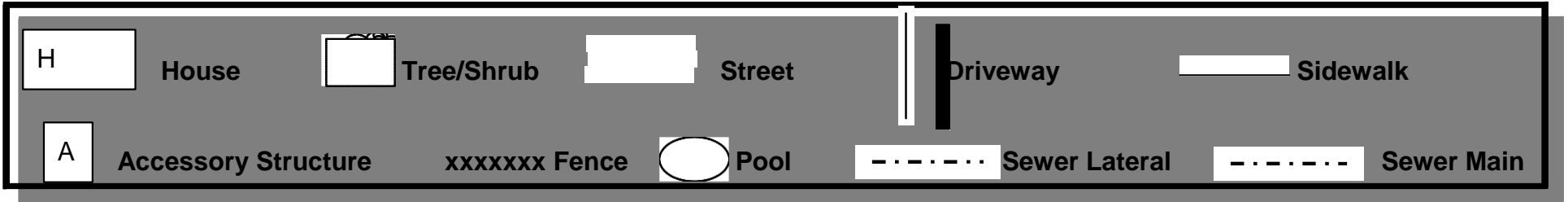
I certify that the sewer lateral has been cabled and that cabling could not resolve the problem.

Company Name _____

Licensed Master Plumber/Drainlayer (Print Name)

Licensed Master Plumber/Drainlayer Signature

Phone _____ Fax _____ License Number _____



The box provided above is intended to represent the applicants property lines. Using the legend above, indicate the location of the house, sewer lateral, sewer main, and any structures, tree/shrub or obstructions to the sewer lateral repair. If applicable, the drawing should show location of the lateral on adjoining property and street. If additional space is needed, use a separate sheet of paper.

St. Louis County Department of Public Works
RESIDENTIAL SEWER LATERAL REPAIR PROGRAM
EMERGENCY REPAIR APPLICATION INSTRUCTIONS

1. Complete the application titled “EMERGENCY SEWER LATERAL REPAIR APPLICATION”.
2. If the sewer lateral line crosses over into a neighbor’s yard, the neighbor may be required to sign an application giving consent for access to their property.
3. Submit the “**MASTER PLUMBER/DRAINLAYER CERTIFICATION**”, completed by the Master Plumber/Drainlayer who certified the need for a sewer lateral repair, with the Emergency Sewer Lateral Repair Application.
4. Return completed application along with supporting documentation to: Department of Public Works, Sewer Lateral Repair Program, 1050 N. Lindbergh Blvd, St. Louis, MO - 63132 or fax (615-8411) the documents.

Questions regarding any of the above should be directed to the Sewer Lateral Repair office at 615-8427. For Emergency and/or after hours repairs, contractors should call (314) 615-8427 and a return call will be made.

The following actions will take place when your application is received:

1. The Sewer Lateral Repair Office will notify the applicant of receipt of application. The Department of Public Works will contact the certifying contractor’s Master Drainlayer. If the amount bid to make the repair is deemed reasonable and the Master Drainlayer is on the Repair List, the contractor will be given permission to proceed with the repair. The Director may in his discretion seek additional bids for such repair in the event the bid is deemed unreasonable. If the certifying contractor is not a qualified repair list contractor, the Director will solicit at least three (3) bids from qualified “Repair List” contractors to perform the repair.
2. The applicant will be notified by the contractor who has been authorized to perform the repairs.
3. The licensed contractor will make the contracted repairs.
4. After the repairs have been made, the contractor will submit his invoice to the Department of Public Works, Sewer Lateral Repair Program.
5. Inspections will be performed by all relevant agencies permitting work.
6. Upon approval of the final inspection of the repairs and the receipt of all required documentation, St. Louis County will pay the contractor.

ST. LOUIS COUNTY DEPARTMENT OF PUBLIC WORKS
EMERGENCY SEWER LATERAL REPAIR APPLICATION

Address of Request for Repair _____

Owner Name: _____

Address: _____

City/State/Zip: _____

Daytime Phone: _____ Evening Phone: _____

Description of the immediate hazard and the justification for this emergency repair request.

Use back if additional space is needed

As owner of the property, I certify that I have the authority to and do consent to the performance of sewer lateral repair work on and about the property described in the application and will not interfere with the work to be performed by the contractor selected by St. Louis County Department of Public Works and shall reimburse County for all expenses incurred by County on applicant's behalf in the event the applicant withdraws permission to proceed or otherwise interferes with performance of work authorized under this program. Repairs are subject to Chapter 1111 of the St. Louis County Ordinances and the St. Louis County Sewer Lateral Repair Program Rules and Regulations.

Property owner Initials_____

As owner[owner's agent] of the property, I certify that I nor anyone on behalf of owner will make any claim against or seek any relief from St. Louis County arising out of or in connection with any work done or any action taken in connection with the Sewer Lateral Repair Program.

Property owner Initials_____

As owner of the property, I also understand and agree that St. Louis County is not responsible for the actions of the contractor making the sewer lateral repairs and agree to indemnify St. Louis County and hold St. Louis County harmless from any and all claims arising out of the applicant's participation in, and work performed and actions taken in connection with, the Sewer Lateral Repair Program.

Property owner Initials_____

As owner of the property, I understand that sewer lateral repair includes only the patching or replacement of a defective sewer lateral line, including associated digging and the replacement of dirt and seeding of affected areas, and does not include replacement of landscaping or ornamental structures and may not include the replacement of structural facilities.

Property owner Initials_____

As owner of the property, I understand that I may be responsible for the repair or replacement of the property or items on the property not covered by County. If necessary, I as property owner will make necessary repairs to the property to bring the property to a condition substantially similar to the condition of the property, prior to participation in the program, within six months or other time as may be established by the Director. Specifically, as owner I may be responsible for repair/replacement of items such as driveways and sidewalks or accessory structures which may include fences and walls.

Property owner Initials_____

As owner of the property, I certify that no insurance covers any portion of the repairs for which I am applying and that I may be required to produce a copy of my insurance if participating in this program. My insurance company is _____ and may be contacted at (provide phone number of insurance company agent) _____.

As owner of the property, I acknowledge that the owner is a third party beneficiary to any contract for sewer repair work.

Owner Signature _____ Date _____

Print Name _____

Adjacent Property Owner _____ Date _____

If the signature is by agent, form must be accompanied by a notarized power of attorney.

FOR OFFICE USE

Date Received Application _____

Sewer Repair Project Number _____

ST. LOUIS COUNTY SEWER
LATERAL PROGRAM
MASTER PLUMBER/DRAINLAYER CERTIFICATION
EMERGENCY REQUEST

Date _____

PROPERTY ADDRESS _____
Number Street Zip

PROPERTY CONTACT PERSON _____
Home Phone Work Phone

Description of the immediate hazard and the justification for this emergency repair request. Nature and location(s) of the problem etc.

Use back if additional space is needed

Verification Method Used to Determine that the Sewer Lateral is Defective:

___ Cable and Video Camera required for review ___ Other _____

Location of Problem:

Located ___ ft. from base of stack Located ___ ft. from foundation
Located ___ ft. from base of yard trap/cleanout Located ___ ft. from corner of foundation
Approximate depth of sewer: _____ ft.

Sewer lateral location verified by: _____

Does building sewer cross an adjoining property line? ___ yes ___ no

Repair/replacement location marked at site ___ yes ___ no



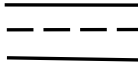

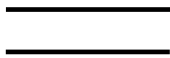




I certify that the sewer lateral has been cabled and that cabling could not resolve the problem.

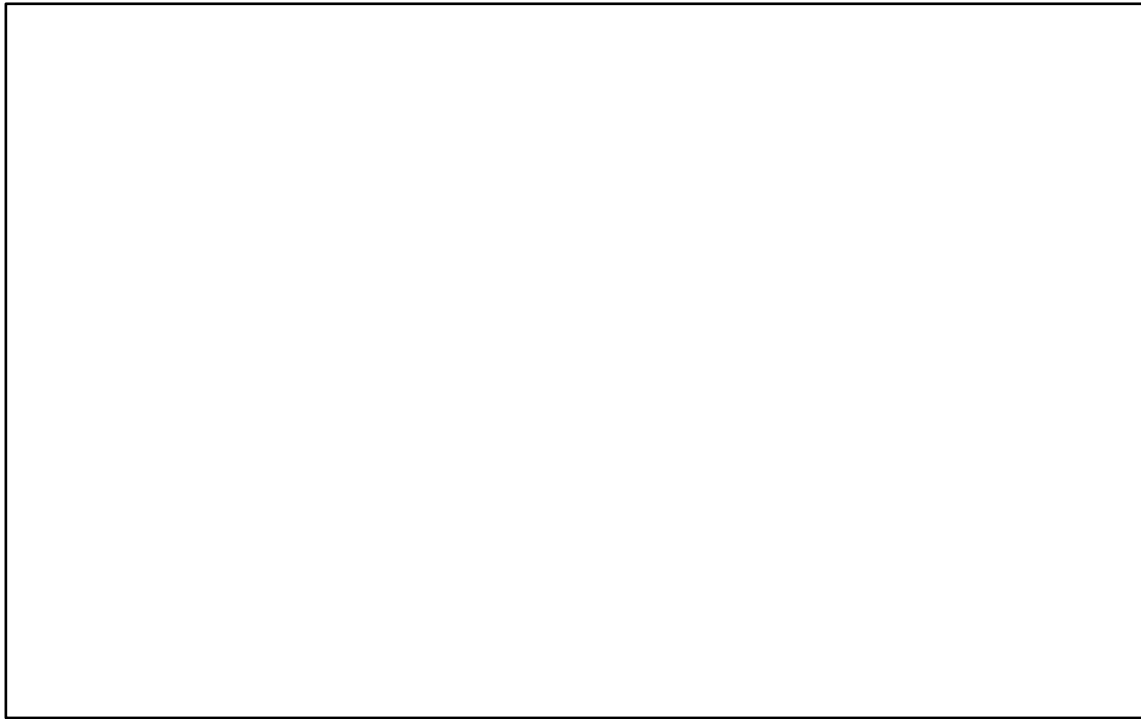
Company Name _____

Licensed Master Plumber/Drainlayer (Print Name)

Licensed Master Plumber/Drainlayer Signature

Phone _____ Fax _____ License Number _____

	House		Tree/Shrub		Street		Driveway		Sidewalk
	Accessory Structure	xxxxxxx	Fence		Pool		Sewer Lateral		Sewer Main



The box provided above is intended to represent the applicant's property lines. Using the legend above, indicate the location of the house, sewer lateral, sewer main, and any structures, tree/shrub or obstructions to the sewer lateral repair. If applicable, the drawing should show location of the lateral on adjoining property and street. If additional space is needed, use a separate sheet of paper.



ST. LOUIS COUNTY DEPARTMENT OF PUBLIC WORKS
SEWER LATERAL REPAIR PROGRAM
HOMEOWNER WITH INSURANCE APPLICATION FORM

Date of Application _____

Address of Repairs Made _____

Date of Repairs _____ Cost of Repairs _____

Owner Information

Owner Name: _____

Address: _____

City/State/Zip: _____

Daytime Phone: _____ Evening Phone: _____

Repair Information

Contractor Name _____

Address: _____

City/State/Zip: _____

Phone: _____

Insurance Company: _____ Deductible Amount: _____

Agent: _____ Phone: _____ Fax: _____

A legible copy of a paid itemized list of repairs performed by the contractor must be attached for this application to be processed.

A legible copy of a statement or invoice showing insurance company's payment to the owner or the contractor for repairs must be attached for this application to be processed.

As owner of the property, I certify that Real Estate Taxes for 20 ____ have been paid in full, including the \$28.00 for the Sewer Lateral Repair Program.

As owner of the property, I certify that all repairs made have been paid for in full to the contractor listed above.

Owner Signature _____ Date _____

FOR OFFICE ONLY

Sewer Repair Permit No. _____ Contractor _____

Date Received Application _____ Reimbursable Amount _____

Reimbursement Application Number _____

Approval for Reimbursement _____
Signature/Date

CONTRACTOR'S APPLICATION

Saint Louis County Sewer Lateral Program

Date

Company Name:

Contact Person:

Mailing Address:

Phone Numbers:

(office)

(cellular)

(fax)

Master Drainlayer _____ License# _____

_____(company name) wishes to participate in the St. Louis County Sewer Lateral Repair Program.

The following documents are submitted for County's files:

- Q Payment bond
- Q Performance bond
- Q Certificate of Insurance for \$1,000,000 with St. Louis County named as additional insured. Waiver of subrogation where permitted by law, in favor of St. Louis County, Missouri is to apply.
- Q Affidavit of compliance with the prevailing wage law
- Contractor shall pay all workmen performing the work under this contract not less than the prevailing hourly rate of wages determined by the Missouri Department of Labor and Industrial Relations, MoRS Section 290.210 through 290.340.
- **Contractor has read, understands and agrees to comply with the terms and conditions of the Sewer Lateral Repair Program Ordinance contained in SLCRO Chapter 1111 and the Sewer Lateral Repair Program Rules and Regulations.**

Authorized Signature

Print Title

Print Name

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

SAMPLE

This standard document is NOT a model form. Its inclusion in the Architect's Handbook of Professional Practice, 12th Edition, does not constitute a grant of any implied or explicit license to copy it in whole or in part. See the Instruction Sheet for information on licensed reproduction.

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety: The Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

SAMPLE. This standard document is NOT a model form. Its inclusion in the Architect's Handbook of Professional Practice 12th Edition, does not constitute a grant of any implied or explicit license to copy it in whole or in part. See the Instruction Sheet for information on licensed reproduction.

St. Louis County Sewer Lateral Repair Program
Standard Form of Labor and Material Payment Bonds

Instructions:

1. Under the heading “OWNER” On page 4, INSERT:
St. Louis County, Missouri and those property owners within St. Louis County where Sewer Lateral Repair Work is conducted under the St. Louis County Sewer Lateral Repair Program.
2. Under the heading “CONSTRUCTION CONTRACT” On page 4, INSERT:
This Payment Bond and Bond amount applies to each and every contract for Sewer Lateral Repair Work awarded by St. Louis County, Missouri under the Sewer Lateral Repair Program.
3. Under the heading “BOND” On page 4, INSERT:
Amount: \$25,000 for each contract for Sewer Lateral Repair Work awarded by St. Louis County, Missouri under the Sewer Lateral Repair Program.
Modification to this Bond: Indicate See Page 6
4. The Bond shall be renewed each year

NOTE: This [should] must be a “blanket” bond to cover all contracts awarded to the Contractor.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party, shall be considered plural wherever applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond: [] None [X] See Page 6

CONTRACTOR AS PRINCIPAL SURETY
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: ----- Signature: -----
- Name and Title: - Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: OWMR'S REPRESENTATIVE (Architect, Engineer or other party):

SAMPLE

This standard document is NOT a model form. Its inclusion in the Architect's Handbook of Professional Practice, 12th Edition, does not constitute a grant of any implied or explicit license to copy it in whole or in part. See the Instruction Sheet for information on licensed reproduction.

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gas line, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

SAMPLE

This standard document is NOT a model form. Its inclusion in the Architect's Handbook of Professional Practice, 12th Edition, does not constitute a grant of any implied or explicit license to copy it in whole or in part. See the Instruction Sheet for information on licensed reproduction.

MODIFICATIONS TO THIS BONO ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)

SURETY Company: (Corporate Seal)

Signature: _____ Name and Title: _____ Address: _____

Signature: _____ Name and Title: _____ Address: _____

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1964 ED. • AIA THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. • WASHINGTON, D.C. 20006 THIRD PRINTING • MARCH 1987

A312-1984 6

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

118100 P KINI IN, 0 • P-17111, 11 101

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

INVITATION TO BID

St. Louis County is soliciting sealed bids for work defined as SEWER LATERAL REPAIR

AT:

Sealed bids will be received at the **Department of Public Works, Sewer Lateral Repair Program, 1050 N. Lindbergh Blvd, St. Louis, Missouri - 63132** until 2:00 p.m. C.S.T., on **Weekday, Date, 20xx**. Immediately thereafter, the sealed bids will be publicly opened and read aloud by the Director of the Department of Public Works or his designee.

A detailed description of the repairs.

Approved methods of repair are acceptable with the notification, and approval by the SLRP at the time of bid opening. Contractor is responsible to verify site conditions, sewer lateral location, and utility location(s). Contractor shall include these conditions and considerations in their proposal. County reserves the right to reject any and all bids and to waive all informalities in bids.

CABLE & CAMERA LATERAL UNTIL CLEAN

The Contractor shall pay no less than the prevailing hourly rate of wages for work of a similar character in St. Louis County, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.

INSTRUCTIONS TO BIDDERS

1.01 SPECIAL NOTICE TO BIDDERS

A. These specifications include a complete set of bidding forms. They are for the bidder's reference only and are not to be detached from the specifications or filled out or executed. ***One unbound bid form will be furnished to each bidder and shall be executed and submitted in a sealed envelope marked:***

Sewer Lateral Bid #

B. Bidders/representatives desiring to attend the bid opening and who require an accommodation due to a disability should contact the Program Manager at 615-8427.

C. Only contractors on the Repair List and in good standing will be considered eligible.

1.02 DEFINITIONS

As used herein, the following definitions apply:

- A. County: St. Louis County Missouri Government
- B. Director: The term "Director" shall refer to the Director of Public Works or his designated representative.

**DEPARTMENT OF PUBLIC WORKS
SEWER LATERAL REPAIR PROGRAM
BID FORM**

Bid for (bid # and street address a

Date bid due: Weekday, Date, 20xx Time: x:xx PM

Bid from: _____ (Bidder)

Bids submitted to: **Department of Public Works, 1050 N. Lindbergh Blvd, St. Louis, MO - 63132 (County)**

1. The undersigned having examined and being familiar with the local conditions affecting the work and with the contract documents hereby propose to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the aforementioned work as follows:

The sum of _____ Dollars (\$_____)

2. In submitting this bid, it is understood that the right is reserved by the Director of Public Works to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

3. Bidder hereby certifies that the following subcontractors will be used in the performance of the Work.

Failure to list subcontractors for each category of work identified or listing more than one subcontractor for any category without designating the portion of work to be performed by each, may result in rejection of the bid. If the bidder intends to perform any designated subcontract work with the use of his own employees, he shall indicate this in the space below.

Name & address of subcontractors

Work to be performed:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

3. Bidder agrees to pay not less than the hourly rate of wages as determined by the Missouri Department of Labor and Industrial Relations.

4. Bidder hereby certifies:

a. Bidder is familiar with the St. Louis County Sewer Lateral Repair Program Rules & Regulations.

b. This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.

c. Bidder has not sought by collusion or otherwise to obtain for him any advantage over any other bidder or over the County.

d. Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability in the performance of the Work.

Dated this _____ day of _____, 20_____.

Contractor:

Contract person:

Address

For communication:

Telephone: _____

SEWER LATERAL REPAIR PROGRAM CONTRACT

This contract, made and entered into this _____ day of _____, by and between St. Louis County, Missouri, hereinafter referred to as the "County" and _____ hereafter referred to as the Contractor".

WITNESSETH:

Article 1:

It is hereby mutually agreed that for and in consideration of the payment and covenants hereinafter set forth, the bid and specifications heretofore submitted to the County by the Contractor on _____ accepted by the County on _____ or true copies of the same, are attached hereto and made a part hereof as though set forth herein word for word.

Article 2:

It is hereby further agreed that for and in consideration of the Contract Sum as the same is defined and set forth in Article 3 herein, the Contractor shall furnish all labor, equipment and material, and shall perform sewer lateral repairs as required by the contract documents at the address known as: _____ in a workman-like manner and in strict accordance with the contract documents.

Contractor shall be responsible for securing all required permits including but not limited to permits from the St. Louis County Departments of Public Works, and Highways and Traffic; Metropolitan St. Louis Sewer District (MSD) and/or the Missouri Department of Transportation (MoDOT).

Article 3:

The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein. The sum total of:

_____ (\$ _____)

Article 4:

When the work under this contract has been fully completed in accordance with the terms hereof, notice of completion shall be forwarded to the Director of Public Works that the work is ready for final inspection. After the work passes final inspection and is approved by all relevant agencies and completion of the work is deemed satisfactory, acceptance will be made by County and payment will be forthcoming. **In case of conflict or inconsistency between County and Contractor specifications, County shall prevail.**

Article 5:

All construction shall be carried out under review by County or its designee.

Article 6:

The contract documents which comprise the entire agreement between County and Contractor concerning the work consist of the following:

- A) This Agreement
- B) Performance, Payment and other Bonds maintained in appropriate amounts as

- required by the Director
- C) Notice to Proceed
- D) Bid Documents and Application Forms including Scope of Work
- E) Specifications
- F) Prevailing Wage documentation
- G) Addenda
- H) Change Orders
- I) Certificates of Insurance
- J) St. Louis County Sewer Lateral Repair Program Rules & Regulations

Article 7:

- A) Contractor has visited the site and is familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishings of the work.
- B) Contractor has examined and carefully studied the contract documents (including the addenda, if applicable) and the other related data identified in the bidding documents.
- C) Contractor is familiar with and is satisfied as to all Federal, State and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- D) Contractor has reviewed and agrees to comply with the requirements in the St. Louis County Revised Ordinances Chapter 1111 and the St. Louis County Repair Program Rules and Regulations which are incorporated herein by reference.
- E) Contractor understands that the Property Owner of the address listed in Article 2 above is a third-party beneficiary of this Contract.
- F) Contractor shall have and maintain in appropriate amounts as required by Director (a) general liability insurance naming St. Louis County as an additional insured, (b) Workers Compensation insurance as required by law, (c) labor and material payment bonds, and (d) performance bonds;

Article 8:

It is hereby further agreed that this Contract shall not be valid and binding upon the County until approved by the St. Louis County Counselor as to form and legal effect, and this Contract is entered into subject to the Charter and Ordinances of St. Louis County, Missouri.

Article 9:

During the performance of this Contract the Contractor agrees as follows:

- A) Equal Employment Opportunity Certification - Non-discrimination in Employment. The contract shall not discriminate against any employee or employment applicant based on race, gender, age or religion. Contractor agrees to comply with the Fair Labor Standards Act of 1938 as amended, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable Federal, State and County laws.
- B) In the event of the Contractor's non-compliance with the provisions of subparagraph (A), this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts. The rights and remedies of the County provided in this subparagraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.
- C) The Contractor and all subcontractors performing Sewer Lateral Repair Work, shall

pay no less than the prevailing hourly rate of wages for work of a similar character to that performed under contracts for Sewer Lateral Repair Work in St. Louis County, and as set forth in the most current determination of the Missouri Department of Labor and Industrial Relations.

1. A clearly legible statement of all prevailing hourly wage rates, to be paid to all workmen employed under this Contract, shall be kept in a prominent location readily known to workmen at the Contract site by each Contractor and Subcontractor engaged by St. Louis County for Sewer Lateral Repair Work.
2. The Contractor and each subcontractor engaged in Sewer Lateral Repair Work shall keep full and accurate records clearly indicating the name, occupations, and crafts of every workman employed by them in connection with their Contract for such work, together with accurate records of the number of hours worked by each workman and the actual wages paid therefor. The payroll records shall be open to inspection by an authorized representative of St. Louis County at any reasonable time and as often as may be necessary, and such records shall not be destroyed or removed from the state for the period of one (1) year following the completion of Sewer Lateral Repair Work.
3. The Contractor shall, in all his Bonds with St. Louis County, include such provisions as will guarantee the faithful payment of the prevailing hourly rate. St. Louis County, shall withhold and retain all sums and amounts due and owing as the result of any violations of these rules and regulations from payments due contractors for Sewer Lateral Repair Work.
4. The Contractor and each Subcontractor shall submit one (1) attested copy of labor payrolls for each week that work is in progress. In the event that work is temporarily suspended, the last payroll should be marked appropriately indicating that it will be the last payroll until work is resumed. The Contractor shall submit attested copies of the payroll records for his workmen and those of his Subcontractors with application for payment for work performed under this contract. The attestations may be attached to the payroll or may be on the payroll itself. The Contractor will be considered responsible for the submittal of payrolls and attestations for all Subcontractors on the project.
5. Each Contractor shall file with the County upon completion of the work and prior to final payment therefore, an attested statement indicating that he complied with the provisions and requirements of these rules and regulations. St. Louis County will not make final payment until such attested statement is filed therewith in proper form and order.

Article 10:

This Contract, the terms and conditions, contractor representations and statement of work, and any other special conditions contained in referenced schedules, if any, and any specifications or other documents referenced in the schedule hereto constitute and represent the complete and entire agreement between the County and Contractor and supersede all previous communications and representations, either written or verbal with respect to the subject matter of this contract. No modification of this contract or these terms and conditions shall be binding on the County unless made in writing and in accordance with the "changes" clause of the Rules and Regulations.

Article 11:

Changes in the work shall be in accordance with the St. Louis County Sewer Lateral Repair Program Rules and Regulations.

Article 12:

Contractor represents and warrants that no arrangements have been made with any person or agency to solicit or secure this contract upon an agreement or understanding for a gratuity, commission, percentage, brokerage, or contingent fee, in any form, to any person excepting bona fide employees of Contractor or bona fide established commercial or sales agency. For breach of this representation and warranty, County may, by written notice to Contractor, terminate the right of Contractor to proceed under this contract or be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of a breach of contract by said Contractor and (2) as a penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in the amount as determined by the County Executive of St. Louis County, Missouri, which shall not be less than three nor more than ten times the amount Contractor paid or agreed to pay as such gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of County as provided in this paragraph shall not be exclusive and are in addition to any rights and remedies under this contract or provided by law.

Article 13:

The County may terminate or suspend the performance of the work, at any time.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this _____ day of _____, 20____.

OWNER
ST. LOUIS COUNTY, MISSOURI

CONTRACTOR

Division Manager, Neighborhood Services
For Director of Public Works

President, Vice President, Sole Proprietor*
or Member* Signature
(Signature must be legible)

Approved as to legal form only:

County Counselor

Name and Title
(Name and Title Must be typed or printed legibly)

I hereby certify that unencumbered balances sufficient to pay the Contract Sum remain in the appropriation account against which this obligation is to be charged.

Accounting Officer

*If this contract is signed by a person other than contractor's president, than a resolution of the contractor's Board of Directors demonstrating the authority for the signatory to bind contractor must be attached.

Instructions: Please complete (one) of the following:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____ before me, in and for the above county and state, personally appeared _____ to me personally known, who being by me did state that s/he is a **President, Vice President or Sole Proprietor (circle one)** of _____ a corporation organized and existing under the laws of the State of **Missouri**; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and executed in behalf of said corporation by authority of its Board of Directors; and further acknowledged the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

Witness

Witness Name Printed

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____ before me, in and for the above county and state, personally appeared _____ to me personally known, who being by me did state that s/he is **Manager or Member (circle one)** of _____ a limited liability company organized and existing under the laws of the State of **Missouri**; and further acknowledged the said instrument and the execution thereof to be a voluntary act and deed of said limited liability company.

Witness

Witness Name Printed

AFFIDAVIT FOR AFFIRMATIVE ACTION

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

_____ first being duly sworn on his/her oath states that he she is the (sole proprietor, partner, or officer) of _____ a (sole proprietorship, partnership, or corporation) and as such (sole proprietor, partner, or officer) is duly authorized to make this affidavit on behalf of said (sole proprietorship, partnership, or corporation); that under the contract known as Sewer Lateral Repair at _____, less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirement shall not apply.

Title Type or Printed – Date

Signature

Witness

FINAL RECEIPT OF PAYMENT & WAIVER OF LIEN

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Name of Company)
hereinafter called "Contractor" who heretofore entered into a contract for the performance of sewer lateral repair work and/or the furnishing of material for the sewer lateral repair work at _____ Contract _____ for the St. Louis County, Department of Public Works.

The Undersigned, for and in consideration of this payment of _____ (\$ _____) Dollars which is final payment of your contract amount of _____ (\$ _____) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Missouri, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from St. Louis County, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises, and hereby acknowledges payment in full and fully releases the County from all matters with respect to the job and its contract and work for job.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release of Waivers of Liens from Subcontractors and material and equipment suppliers.

By _____
Title Typed or Printed -Date

Signature

Witness

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and President signature set forth; if waiver is for a partnership, partnership name should be used. Where agent signs, written evidence of his authority to so sign should be affixed.

A PERMIT WILL BE REQUIRED PRIOR TO COMMENCEMENT OF WORK

NOTICE TO PROCEED

Date:

To:

(Contractor)

This authorizes you to proceed with the following Sewer Lateral Repair Project.

Project #:

Master Drainlayer/Plumber #:

Address:

Contract Cost:

Maximum number of working days prior to proceeding with project:

(Two days for SL

One day for ESL)

Maximum number of working days allowed for project completion:

(Ten days for SL

Five days for ESL)

The Contractor shall upon receipt of this document and prior to submission of the first payment request, notify the St. Louis County Sewer Lateral Program Office in writing of the names of any Subcontractors to be used in addition to those identified in the bid proposal and all major material supplies proposed for all parts of the work.

The Contractor shall notify the Sewer Lateral Program Office promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall include all necessary supporting materials and be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. *Failure to start or complete work within prescribed by the notice to proceed may result in penalties* provided for in the contract or rules and regulations of the St. Louis County Sewer Lateral Repair Program, as well as, calling forth performance bonds of said contractor(s).

Payment on the contract will be made in accord with the contract.

Steven Rennekamp

Program Manager
Sewer Lateral Repair Program

ST LOUIS COUNTY
SEWER LATERAL REPAIR PROGRAM
SCOPE OF WORK CHANGE FORM

Date: _____

Project #: _____

Street Address: _____

Contractor: _____

Original Award: \$ _____

Increase\Decrease: Amount: \$ _____

New Total Amount: \$ _____

Description/Justification for additional scope of work

Inspector: _____ *(If Applicable)*

All changes in scope will be determined in accordance with the Rules and Regulations, Section IV(D).

Master Drainlayer: _____

(Signature)

(Printed)

SLRP Program Manager/Designee: _____

(Signature)

DIRECTOR OF PUBLIC WORKS
ST. LOUIS COUNTY, MISSOURI

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, a Notary Public, in and for the County of _____, State of Missouri, personally appeared *(name & title)* of the *(name of company)*

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, [Sections 290.210 through and including 290.340, Missouri Revised Statutes] RSMo , pertaining to the payment of wages to workmen employed on Public Works projects [that have been] will be fully satisfied and there [has] will be no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No.

_____, issued by Division of Labor Standards on the _____ day of _____, 20 , or as may be amended during the terms of participation in this program, in carrying out [the] any and all contract(s) and work in connection with the St. Louis County, Missouri Sewer Lateral Repair Program [at (address where work performed) _____, St. Louis County, Missouri and completed on the _____ day of _____, 20 .] from to _____ (period corresponding to period covered by Payment and Performance Bond.)

[Contractor's]Authorized Signature*

Title

* If this contract is signed by a person other than [contractor's] company's president, then a resolution of the [contractor's] company's Board of Directors demonstrating the authority for the signatory to bind [contractor] company must be attached.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public

[Examples of prevailing wage categories from Wage Order No. 6, revised

	<u>Direct Salaries</u>	<u>Fringes</u>
Laborers, General	\$22.61/hour	\$ 6.65
Laborers, First semi-skilled	\$23.25/hour	\$ 6.65
Laborers, Second semi-skilled	\$22.75/hour	\$ 6.65
Plumbers	\$27.82	\$11.83
Carpenters	\$28.34	\$ 5.965

Note: Appropriate fringe benefits are in addition to above figures.]

**ST. LOUIS COUNTY SEWER LATERAL REPAIR PROGRAM
FINAL RECEIPT OF PAYMENT & WAIVER OF LIEN**

[(Owner Agent)]

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Name of Company)
hereinafter called "Contractor" who heretofore entered into a contract for the performance of sewer lateral repair work and/or the furnishing of material for the sewer lateral repair work at (address of sewer lateral repair work) _____, Contract _____, for the St. Louis County, Department of Public Works.

The Undersigned, for and in consideration of this payment of (\$ _____) Dollars which is final payment of your contract amount of _____ (\$ _____) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Missouri, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become due from St. Louis County, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises, and hereby acknowledges payment in full and fully releases the [Owner] County from all matters with respect to the job and its contract and work for the job.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- [1. Attestation of Compliance with the Prevailing Wage requirements; Sewer Lateral Repair Program.]
- [2.] 1. Contractor's Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

Given under _____ hand _____ and seal _____ this day of _____, 20 ____.

By _____
Title Typed or Printed

(SEAL)

Signature

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and [title of officer signing waiver should be] President's signature [title of officer signing waiver should be] set forth; if waiver is for a partnership, partnership name should be used, [partner should sign and designate himself as partner]. Where agent signs, written evidence of his authority to so sign should be affixed.

CONTRACT

This contract dated this _____ day of _____ 20____, is by and between the CITY of _____, a municipality in St. Louis COUNTY, Missouri, (“CITY”), and St. Louis COUNTY, Missouri, (“COUNTY”);

Whereas, Sections 249.422 and 249.423 RSMo permit CITY to levy and impose annually for the repair of lateral sewer service lines on residential property having six or less dwelling units a fee not to exceed twenty-eight dollars per year; and

Whereas, the provisions of Section 70.210 to 70.320 inclusive, RSMo 1994, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

Whereas, the County Charter, Article II, Section 2.180 (20) authorizes COUNTY to contract with CITY for a common service; and

Whereas, COUNTY under the authority of Ordinance 19,701 established the Sewer Lateral Repair Program; and

Whereas, the COUNTY Executive is authorized by section 1111.110 SLCRO to contract with any municipality in St. Louis COUNTY to administer a Sewer Lateral Repair Program identical in substance to the COUNTY’s program; and

Whereas, CITY contracts with COUNTY for Plumbing Code Enforcement as duly enacted in Ordinance Number _____ which is identical St. Louis COUNTY Plumbing Code; and

Whereas, the voters of CITY have approved the establishment of a Sewer Lateral Repair Program and associated fees as prescribed by Section 249.423 RSMo on _____; and

Whereas, the municipality has duly adopted Ordinance _____ authorizing this contract, a certified copy of the legislation is attached to and made a part of this contract;

Now Therefore, in consideration of the mutual promises, covenants, and obligations hereinafter stated, COUNTY and CITY mutually agree as follows:

Term

1.1 This agreement shall commence on the ___ day of _____, 20____ and last one year and continue in effect from year to year unless terminated as provided below.

Scope

2.1 Obligations of COUNTY

A) COUNTY shall administer a Sewer Lateral Repair Program for CITY identical to COUNTY's Sewer Lateral Repair Program.

B) COUNTY shall administer the Sewer Lateral Repair Program for CITY only to the extent that CITY funds are available to make such repairs from fees collected pursuant to Section 249.422 & 249.423 RSMo or other CITY funding

C) COUNTY shall give notice as soon as practicable to CITY if/when CITY's available funds for repairs fall below \$ 25,000.

2.2. Obligations of COUNTY are conditional upon CITY completing the following:

A) Maintaining a contract with COUNTY for plumbing code enforcement.

B) Maintaining a plumbing code identical to counties.

C) Maintaining an ordinance identical to COUNTY's Ordinance 19,701.

D) Promulgating and maintaining Rules and Regulations identical to St. Louis County Sewer Later Repair Program Rules and Regulations.

E) Pursuant to Sections 249.422 and 249.423 RSMo, CITY establishing a special and separate account for any fees collected for sewer lateral repairs.

F) CITY shall furnish at CITY expense a corporate surety bond in a sum of \$ 25,000, running to St. Louis County, Missouri to insure the faithful completion of any sewer lateral repair work started on behalf of CITY in which CITY fails to have the funds to complete said work.

G) To the fullest extent permitted by law, the CITY shall indemnify, defend, and hold harmless the COUNTY, its elected and appointed officials, employees, and agents, from and against all claims, damages, losses and expense, including but not limited to attorneys' fees arising out of or resulting from the performance of the administration of the sewer lateral program. Said indemnification shall include any such claim, damage, loss or expense (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom or (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, CITY anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

H) The CITY and if applicable the CITY's insurer shall agree to waive all rights of

subrogation against COUNTY, COUNTY's elected officials and all employees for any losses arising from work performed under this contract.

Compensation

3.1 A) CITY agrees to transfer to St. Louis COUNTY any and all fees collected for sewer lateral repairs pursuant to Section 249.422 and 249.423 RSMo. Said funds may include at CITY's discretion additional funding sources.

B) CITY shall pay COUNTY for the administration of the CITY's Sewer Lateral Repair Program. The cost to CITY for COUNTY to implement CITY's Sewer Lateral Repair Program is 10% of the total of both the annual tax revenue generated pursuant to 249.422 and 249.423 RSMo plus any additional fees that are collected or expended by CITY for the purpose of providing for, ensuring or guaranteeing the repair of lateral sewer lines. (9% of the CITY's costs are for the administration of the Sewer Lateral Repair Program and 1% is the cost for the services of the Department of Revenue.)

C) Payments of the compensation described in paragraph 3.1B are due immediately upon receipt of the funds by CITY.

Special Terms and conditions

4.1 A) The CITY's program will not be funded in any manner by St. Louis COUNTY.

B) CITY acknowledges that funds allocated to this program may be insufficient to repair the defective lateral of all CITY residents who apply and/or qualify for participation.

C) Disputes County shall have the sole discretion and authority to determine issues including but not limited to eligibility for sewer lateral repairs, workmanship, and changes in scope of work or any other issues that involve the administration of the Sewer Lateral Repair Program.

Amendments to Code and Rule

5.1 A) In the event COUNTY shall add to, delete or amend sections of Chapter 1111 SLCRO, COUNTY will no longer be obligated under this contract unless CITY amends CITY's ordinance to make it identical in substance to COUNTY's amended code.

B) COUNTY shall supply CITY with a copy of COUNTY's proposed amendment prior to the amended codes effective date. COUNTY will no longer be obligated under this contract unless CITY amends CITY's ordinance within ninety days of the effective date of said COUNTY ordinance.

C) If COUNTY fails to provide a copy of COUNTY's proposed amendment as provided above, CITY has ninety days to amend its ordinance after receipt of COUNTY amendments.

D) CITY shall supply COUNTY with a certified copy of all amendments to CITY ordinances within five days of said amendment's effective dates.

Termination

6.1 A) This contract is intended for the period of one year. This contract may not be terminated prior to the expiration of the contract period, except as provided below, or by providing 30 days written notice to the other party prior to the expiration of the existing contract period.

B) If COUNTY terminates this contract for any reasons listed below or if CITY terminates this contract prior to the expiration of the contract period then the compensation in section 3.1 shall be forfeited to COUNTY.

C) COUNTY may terminate this contract if CITY fails to comply with the requirements set forth in the contract whereby COUNTY enforces CITY Plumbing Code Enforcement.

D) County may terminate this contract if CITY fails to comply with Section 3.1 above

E) County may terminate this contract at COUNTY'S discretion if CITY fails to have funds available for sewer lateral repairs.

F) In the event CITY fails to amend CITY ordinances as provided herein this agreement shall be terminated.

Entire Agreement

7.1 This Contract, the Terms & Conditions, Contractor Representations and statement of work, and any other special conditions contained in referenced schedules, if any, and any specifications or other documents referenced in the schedule hereto constitute and represent the complete and entire agreement between the COUNTY and CITY and supersede all previous communications and representations, either written or verbal with respect to the subject matter of this contract. No modification of this contract or these terms and conditions shall be binding on the COUNTY unless made in writing and accepted by COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year indicated above

ST. LOUIS COUNTY, MISSOURI

County Executive

By _____
CITY

Title: _____
MAYOR

Attest:

Attest:

Administrative Director

Municipal Clerk

Approved:

(CITY) Seal:

County Director of Public Works

Approved:

Approved as to Legal Form:

St. Louis County Counselor

Accounting Officer