

# St. Louis County

## Water Service Line Repair Program

### Rules and Regulations

Chapter 1112 of the St. Louis County Revised Ordinances (“SLCRO”) and the following Rules and Regulations shall implement the Water Service Line 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 1112.110 SLCRO.

##### B. Title:

1. The complete title of this document is the St. Louis County Water Service Line Repair Program Rules and Regulations (“Rules and Regulations”).

##### C. Definitions:

1. All capitalized terms used herein shall have the meanings as defined in Section 1112.020 SLCRO, as amended, unless otherwise specified.
2. Capitalized terms used herein but not defined in Section 1112.020 SLCRO shall have the meanings used in the industry to which the capitalized term relates.
3. Director of Public Works- the St. Louis County Director of Public Works or his/her designee.
4. Contractor- a person, company, or entity included on the Repair List.
5. Subcontractor- a person, company, or entity with whom a Contractor contracts to perform work under the Water Service Line Repair Program.
6. Emergency Repair- the repair of a defective water service line 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 water service line repair contractors maintained by the St. Louis County Department of Public Works pursuant to 1112.050 SLCRO.

- D. Conflict of Terms; Priority:
1. The terms contained in the Water Service Line Repair Program, Chapter 1112 SLCRO, shall prevail over the terms of these Rules and Regulations to the extent that such terms conflict.

**II. Owner Participation in the Water Service Line Repair Program (1112.040 SLCRO):**

- A. Application for Water Service Line Repair Work:  
The application for the County to perform Water Service Line Repair Work under the Water Service Line Repair Program beginning July 1, 2001 shall be substantially the same as shown on **Attachment 1** and incorporated by this reference.
- B. Application for Emergency Water Service Line Repair Work:  
The application for the County to reimburse the Contractor for Water Service Line Repair Work performed during non-business hours necessary to relieve the immediate emergency and complete the repair of the Water Service Line shall be substantially the same as shown on **Attachment 1** and incorporated by this reference.
- C. Work Not Covered under Water Service Line Repair Program:  
Any completed applications refused by the County will be forwarded to the County Counselor's Office for review at the Director's discretion.
- D. Application for Water Service Line Repair Work by Owner with Insurance Coverage:  
The Owner is responsible for determining if he/she has appropriate insurance coverage of his/her home. The application shall be the same as shown on **Attachment 1** and incorporated by this reference.

**III. Contractor Participation in the Water Service Line Program:**

- A. Contractors must complete an application and receive approval to participate in the St. Louis County Water Service Line Repair Program. A sample application marked **Attachment 2** is attached and incorporated by reference into this document.
- 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 Plumber;
  2. Applicable license, permit or other requirements of the appropriate municipality or unincorporated County in which a Water Service Line Repair may be located;
  3. Affidavit of Compliance with Prevailing Wage Law; and

4. Certificate of Insurance for \$1,000,000 with St. Louis County named as additional insured.

C. Insurance Requirements

1. Participating Contractors shall maintain insurance coverage as follows:

1.01 Contractor's 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 Worker's 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, (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (ii) by any other person.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

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 Water Service Line 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 Worker's Compensation Insurance:

Contractor shall purchase, maintain and provide proof of Worker's 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 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. Certificates of Insurance:
  - a. Certificates of Insurance described herein and acceptable to the County shall be filed with St. Louis County prior to commencement of work by any Contractor or Subcontractor participating in the Water Service Line Repair Program. Approval of the insurance by St. Louis County shall not relieve or decrease the liability of the Contractor or Subcontractor.
  - b. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or materially changed until the Director has received at least thirty (30) days advanced written notice. All Certificates of Insurance are required to include a thirty (30) day advanced written notice of cancellation or non-renewal. Such notice shall immediately be forwarded to the St. Louis County Water Service Line Repair Program, 1050 N. Lindbergh Blvd, Saint Louis, MO - 63132.
2. Insurance Companies:
  - a. All insurance shall be procured through agencies and be written by insurance companies that are acceptable to and approved by St. Louis County and shall be obtained and paid for by the Contractor.
3. Replacement Insurance Policies:
  - a. 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 Water Service Line Repair work for the County, then the County may obtain necessary insurance at the cost and expense of the Contractor and without notice to the Contractor. The County may also halt any further participation by the Contractor.
4. Theft of Material:
  - a. 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.

5. Insurer Waiver of Subrogation:
  - a. The Contractor's and Subcontractor's insurers 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 this Contract.
6. Subcontractor Insurance:
  - a. 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.

#### **IV. Repair List - Selection of Bidders & Solicitation of Bids:**

- A. Repair List:

Upon receipt and approval of a properly documented application as described above, eligible Water Service Line Repair Contractors will be placed on the Repair List as described in Chapter 1112.050 SLCRO. If for any reason a Contractor's name is removed from the Repair List, appeal may be made in writing to the Director who shall provide an opportunity to be heard within ten days after receipt of such appeal.
- B. Selection of Bidders and Solicitation of Bids:

Except for emergencies and other special conditions described in the Chapter 1112 SLCRO, Contracts to perform Water Service Line Repair Work will be awarded to the lowest responsible bidder determined through the following solicitation process:

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

Upon determination that Water Service Line Repair Work under the Water Service Line 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 Water Service Line Repair project bid letting. Each Contractor selected will then be contacted and a competitive sealed bid solicited.
  2. Solicitation of Bids:

The standard form of the "Invitation to Bid" shall be the same as shown on **Attachment 3** and 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 water service line 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, Saint Louis, MO - 63132.
2. The envelope will be time stamped and filed.

E. Awarding of Bids:

1. The bids will be publicly opened and read aloud by the Director.
2. The lowest responsible bidder shall be chosen to enter into a Contract for the work specified.
3. In the event of a tie, lots will be drawn in public to choose a responsible bidder.

F. Emergency and Other Special Conditions (1112.080 SLCRO):

1. In the event that a Water Service Line Repair Emergency exists at a time outside of the normal business hours, a property owner who wishes to participate in the Water Service Line Repair program may contact any properly licensed St. Louis County master plumber and arrange for the performance of such work as may be necessary to relieve the immediate emergency.
2. When the repair has been made, the property owner must submit an application to the Water Service Line Repair Program Office in order to determine eligibility for the program.
3. The master plumber must certify that a water service line repair emergency existed and that the repairs were necessary. If such certification is provided to the Director's satisfaction, the Director shall authorize reasonable compensation to the master plumber for the emergency repairs.

V. **Contracts - Execution of Work & Final Payment:**

A. Standard Form of Contract:

The standard form of Contract is shown on **Attachment 4** and incorporated 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 Water Service Line 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. The Contractor shall upon receipt of the "Notice to Proceed" and prior to submission of the first payment request notify the St. Louis County Water Service Line Repair Program Office in writing of the names of any Subcontractor to be used in addition to those identified in the bid proposal and all major material suppliers proposed for all parts of the work.
- C. Time Lines on Commencement and Completion of Work:  
The standard form of "Notice to Proceed" is shown on **Attachment 5** and incorporated by this reference. Permits shall be obtained, work initiated and repairs completed through the following process:
1. The Contractor must send a signed copy of the Contract by fax to the Water Service Line Repair Program.
  2. Upon receipt of the signed Contract, St. Louis County shall issue a "Notice to Proceed" to the Contractor. The "Notice to Proceed" shall constitute St. Louis County's written acknowledgment to be bound by the terms of the Contract until the Contract is fully executed.
  3. The Contract must be fully executed by St. Louis County prior to the Contractor's submission of an invoice for the services rendered under the Contract.
  4. For Emergency Repairs pursuant to 1112.080 SLCRO, a Contractor may contact the Water Service Line Repair Office for immediate preliminary approval of an Emergency Repair. If the Director grants preliminary approval for a Contractor to proceed on an Emergency Repair, the Director shall issue a "Notice to Proceed" with an annotation of "Emergency Repair." By performing work on an Emergency Repair, a Contractor agrees to be bound by the terms and conditions of the Water Service Repair Program, to execute a Contract satisfactory to the Director, and to return the original Contract to the Water Service Repair Program Office prior to the Contractor's submission of its invoice for the work performed.
  5. The "Notice to Proceed" with work will stipulate the maximum number of working days that may occur prior to the start of the work and the maximum number of working days that are allowed for completion of the work. 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).

6. 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.
7. The Contractor shall notify the Water Service Line 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 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 and approved requests for extension of time.
2. The amount of any adjustment in the Contract price for authorized changes or the use of Contract allowances shall be agreed upon before such changes or authorizations become effective. The Contractor shall submit a request on the Scope of Work Change Form, as shown on **Attachment 6** 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 of 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

- 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 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 herein.
5. If the Contractor claims that any instructions involve extra cost under this Contract, the Contractor shall provide 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 by the Director in writing.
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.

3. Overhead and Profit on Change Orders, Work Authorizations and Field

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 Water Service Line Repair Work:

Payments to Contractors for execution of Water Service Line 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 all material and work covered by said payment shall thereupon be treated as the sole property of St. Louis 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 for approval. 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 Water Service Line 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. An Affidavit of Compliance with Prevailing Wage Law requirements, as shown on **Attachment 7** and incorporated herein, properly executed by each Subcontractor and the Contractor;

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, as shown on **Attachment 8** and incorporated by this reference; and
  5. Other items that may be specifically required by 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 including but not limited to the following:
- a. Defective work not remedied.
  - b. Failure of Contractor to make payment properly 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 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 Water Service Line Repair Applications:**

- A. Sufficient Funds Available:
  1. If sufficient funds are available for repairs, all qualified and approved Water Service line Repair and qualified and approved Emergency Water Service Line Repair applications will be processed.
- B. Limited Funds:
  1. As may be determined by the Director in conjunction with the Accounting Officer, if funding for the Water Service Line Repair Program becomes limited, qualified Water Service Line 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 Water Service Line Repair applications are a priority and will be processed when received.

3. Attested copies of all Contractors' and Subcontractors'
- C. Insufficient Funds:
1. As may be determined by the Director in conjunction with the Accounting Officer, if funding is unavailable for repairs under the Water Service Line Repair Program, applicants with Emergency Water Service Line Repairs may be required to make repairs at the applicants' own expense. All other qualified and approved applications will be placed on a Repair Waiting List and processed in the same manner as set forth above.

## **VII. Contracts with Municipalities**

Pursuant to 1112.090 SLCRO, St. Louis County is authorized to execute contracts with municipalities and water service providers in St. Louis County. The County is authorized to collect such fees along with bills for water service and to pursue collection of such amounts through discontinuance of service.

## **VIII. Capital Improvements Program**

- A. Authority:
- Pursuant to Missouri Revised Statutes Section 66.405, the Water Service Line Capital Improvement Program provides funding for the replacement, repair, reconnection or relocation of residential water service lines when made necessary by improvements to the public right-of-way. The program in St. Louis County is administered by the St. Louis County Department of Public Works and utilizes funds collected by Missouri American Water and other municipal water service providers on residential water service bills, pursuant to St. Louis County Revised Ordinance No. 20,943, adopted by County voters in November 2002.
- B. Program Eligibility:
1. Eligible applicants for these funds include municipalities, water service providers, the Missouri Department of Transportation, the St. Louis County Department of Highways and Traffic, other County departments, municipalities in St. Louis County, and other entities engaged in public right-of-way improvements that necessitate the replacement, repair, reconnection or relocation of residential water service lines located in St. Louis County, as may be deemed appropriate by the Director.
  2. In order to qualify for funds, applicants for Water Service Line Capital Improvement funds agree to adhere to all program Rules and Regulations and all applicable federal, state and local laws.
  3. Municipalities under Contract with St. Louis County to collect and administer local Water Service Line Repair Programs are ineligible for funding under the Capital Improvement Program.

C. Evaluation Criteria:

1. Criteria used for the approval of project funding may include the following:
  - a. Importance and significance of the capital improvement project, as may be indicated by the Missouri Department of Transportation, the County Highways and Traffic Department, other County Departments, water service providers, municipalities, or other entities.
  - b. The total number of residents serviced and affected and the overall capital improvement project size.
  - c. The average cost per residential Water Service Line Repair, Replacement, Relocation or Reconnection.
  - d. The funding leverage ratio, to be defined as the total amount of funding requested compared to the total project cost.
  - e. The project location traffic volume as determined by the average weekday traffic count or other public right-of-way usage determinations, as applicable.
2. After review and recommendation by the Director, the County Executive shall determine which applications should be granted, subject to approval by Order of the County Council pursuant to Section 1112.065.3 SLCRO.

D. Program Rules and Regulations:

1. Funding for the Water Service Line Repairs/Relocations as part of a capital improvement project will be approved, awarded and encumbered upon completion of the evaluation process and approval by the County Council. Funds will be dispersed after completion of the water service line work and all applicable and required documentation has been provided to the Department of Public Works unless otherwise agreed upon by the Director.
2. Program projects must commence in the year in which funding was approved and encumbered unless otherwise authorized by the Director. Applicants are to provide an exact accounting of each water service line to be serviced, including address, ownership and cost. Estimates are acceptable at the time of application however a true and accurate accounting must be provided prior to submission of the final request for payment and will be included in the Project Summary Report provided to the Department of Public Works by mid-December of each funding year. Monies encumbered but not actually used will not be paid. The County will not consider any requests for additional funding for a project in the same year that funding was approved, but may consider a request for additional funding in a subsequent year.

3. Agencies, local and state governments, departments, water service providers and municipalities that wish to participate in the Water Service Line Capital Improvement Program shall complete an application and certification form. The application shall be the same as shown on **Attachments 9 and 10** incorporated by this reference and shall:
  - a. Provide satisfactory proof that the proposed Water Service Line Repairs/Relocations are made necessary by improvements to the public right-of-way.
  - b. Provide satisfactory proof that the Water Service Line Repairs/Relocations are for residential properties within St. Louis County.
  - c. Provide written certification that neither the applicant(s), nor anyone on their behalf will make any claim against or seek any relief from St. Louis County arising out of or in connection with any work completed or any action taken in connection with the Water Service Line Capital Improvement Program. Applicant shall further certify applicant's acknowledgement that St. Louis County is not responsible for the acts of any applicant, Contractor or Subcontractor associated with the project, and applicant shall indemnify St. Louis County and hold St. Louis County harmless, to the extent authorized by law, from any and all claims arising out of the applicant's participation in, and work performed and actions taken in connection with the Water Service Line Capital Improvement Program.
  - d. Provide written certification that all such Water Service Line Repairs/Relocations as part of the capital improvement project be performed by a St. Louis County licensed master plumber, and that repairs be completed in accordance with all County, municipal and other applicable code regulations and permit requirements.
  - e. Certify that applicant shall reimburse County for all expenses incurred by the County on the applicant's behalf in the event that applicant withdraws any or all portions of the capital improvement project or otherwise interferes with performance of work authorized under this program.
  - f. Certify that applicant understands and acknowledges that Water Service Line Repair/Relocation under the Capital Improvement Program includes only the repair, relocation, reconnection or replacement of residential water service lines required as a result of improvements to the public right-of-way, including associated digging and the replacement of dirt and seeding of affected areas. Replacement of structures required for safe occupancy of a residence or safe use of property is included. Replacement of landscaping or ornamental structures is not included.





## **Attachments**

1. Water Service Line Repair Application
2. Contractor's Application
3. Invitation to Bid
4. Water Service Line Repair Program Contract
5. Notice to Proceed
6. Scope of Work Change Form
7. Compliance with the Prevailing Wage Law
8. Final Receipt of Payment & Waiver of Lien
9. Capital Improvement Program Application
10. Application for Certification into the Capital Improvement Program



**ST. LOUIS COUNTY**

**WATER SERVICE LINE REPAIR PROGRAM**

**APPLICATION INSTRUCTIONS**

- If you suspect a water line leak outside of your house, call your water service provider (Missouri American Water or your municipal water company).
- The water company will send an inspector to confirm the leak, and will leave a **repair notice** at the property.
- The **repair notice** is to be submitted to St. Louis County with the **completed application** from the homeowner.
- The water bill for the property needing the repair must be current at the time your application is submitted to St. Louis County in order to be eligible for the program. This is because the repair program is funded through \$1 /month (\$3 quarterly) on the water bill. (For new water accounts that have not yet paid their first water bill, eligibility will depend on the property's water service history, and payment history of the prior water account.)
- Completed applications, with the repair notice, may be mailed to: St. Louis County- Public Works, Water Service Line Repair Program, 1050 N. Lindbergh Blvd, Saint Louis, MO - 63132, or **Faxed to (314) 615-8406**. The phone number is (314) 615-8420.
- St. Louis County will notify the homeowner when the application has been received.
- St. Louis County will solicit bids and award the repair job to a qualified Contractor. Homeowner will be notified of award and repair start date.
- St. Louis County will pay the Contractor directly after final inspection of the repair.
- St. Louis County **is not responsible** for repairs of irrigation systems or branch service lines. If an irrigation system is present, the homeowner must provide documentation that the system is not the source of the leak.
- **St. Louis County is not responsible for locating, raising, straightening, or cleaning out stop boxes.**

ST. LOUIS COUNTY DEPARTMENT OF PUBLIC WORKS  
WATER SERVICE LINE REPAIR APPLICATION

Address of Request for Repair: > \_\_\_\_\_

(Nearest Cross Street: > \_\_\_\_\_)

The property is:   owner occupied                   tenant occupied                   vacant

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

Mailing \_\_\_\_\_ Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Owner/Tenant E-Mail address: \_\_\_\_\_

If Tenant Occupied:

Tenant Name: \_\_\_\_\_ Tenant Phone: \_\_\_\_\_

As owner/owner's agent of the property, I certify that I have the authority to and do consent to the performance of water service line 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 St. Louis County Ordinances and the St. Louis County Water Service Line Repair Program Rules and Regulations.

**A. Property owner initials** \_\_\_\_\_

As owner of the property, I certify that neither I, nor anyone on behalf of the 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 Water Service Line Repair Program.

**B. 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 water service line repairs. I also 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, work performed by and actions taken in connection with the Water Service Line Repair Program.

**C. Property owner initials** \_\_\_\_\_

As owner of the property, I understand that water service line repair includes only the patching or replacement of a defective water service line, including associated digging and the replacement of dirt and seeding of affected areas. The program does not include replacement of

landscaping or ornamental structures and may not include replacement of structural facilities. I also understand that water service line repair does not include repair or replacement of water service lines damaged as a result of freezing, earthquake or any other act of God.

**D. Property owner initials \_\_\_\_\_**

As owner of the property, I understand that the Water Service Line Repair Program does not pay for any leak locating. If the approximate location of the leak is not evident at the time of St. Louis County's inspection, the homeowner is responsible for having the leak location determined before the job will be awarded. There are private companies in the Yellow Pages under Leak Detecting Services, and Plumbing Contractors who perform this function.

**E. Property owner initials \_\_\_\_\_**

As owner of the property, I understand that the Water Service Line Repair Program does not pay for any repairs under or on the inside of the structure, on irrigation lines or on branch service lines to structures other than the main residence. The Water Service Line Repair Program does not pay for locating, raising, straightening, or cleaning out stop boxes. Some water line repairs may require work under or on the inside of the structure. I understand that I, as the homeowner, will be responsible for any costs of those repairs, and will negotiate directly with the Contractor, or another Contractor, for said repairs.

**F. Property owner initials \_\_\_\_\_**

As owner of the property, I certify the water account for this property is current as of the date of submitting this application. I understand that if the water bill is not current, this application will not be processed and the request for repair will be denied.

**G. Property owner initials \_\_\_\_\_**

As owner of the property, 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.

**H. 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.

**I. Property owner initials \_\_\_\_\_**

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

**J. Property owner initials \_\_\_\_\_**

Does this property have an in ground irrigation system? Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, it is the responsibility of the property owner to have these lines marked before excavation begins. These are private lines and are not located by Missouri One Call. Neither Saint Louis County nor the Plumbing Contractor is responsible for these lines if they are not marked prior to commencement of the repair job.

Please list bathrooms in this property. # of full baths\_\_\_\_\_ # of ½ baths\_\_\_\_\_

**Owner Signature :** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Adjacent Property Owner (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_

Water Service Line Repair Project Number \_\_\_\_\_

**CONTRACTOR'S APPLICATION**  
St. Louis County Water Service Line Repair Program

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

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Master Plumber: \_\_\_\_\_ License#: \_\_\_\_\_

\_\_\_\_\_ (Company Name) wishes to participate in the St. Louis Water Service Line Repair Program.

The following documents are submitted for County files:

- 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.
  - Affidavit of Compliance with the prevailing wage law.
1. Contractor shall pay all workers 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.
  2. Contractor has read, understands and agrees to comply with the terms and conditions of the Water Service Line Repair Program Ordinance contained in SLCRO and the Water Service Line Repair Program Rules and Regulations.
  3. Contractor shall submit the names of any related companies either on the repair list or that do similar work that they work for or with.
  4. Do any Directors, Officers, Owners, Shareholders, or employees have a financial interest in any other Contractors or Companies on the repair list or that does similar work? Yes\_\_\_\_ No\_\_\_\_
  5. If the either statement 3,4 are met then a letter stating the name of the Company and the extent that they are related or extent to which someone with the applicant has a financial interest in the other company.

Authorized Signature \_\_\_\_\_ Title (print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

## INVITATION TO BID

St. Louis County is soliciting bids for work defined as WATER SERVICE LINE

REPAIR AT:

Water Service Line Bid #

**Bids may be brought or mailed to the office (WSLRP, 1050 N. Lindbergh, Saint Louis, MO - 63132) in a sealed envelope anytime before 3:00 p.m. on \_\_\_\_\_ . Please note WL# and Address of Repair on envelope.**

**NOTE: FAXED BIDS ARE NOT ACCEPTED**

Immediately thereafter, bids will be awarded by the Director of the Department of Public Works or his designee.

**The work consists primarily of: Contractor is responsible to verify site conditions, water service location and utility location(s). Contractor shall include these conditions and considerations in the bid proposal.**

The County reserves the right to reject any and all bids and to waive all informalities in bids.

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.

### SPECIAL NOTICE TO BIDDERS

Bidders/representatives will receive by fax a copy of the bid award sheet reflecting all bids received.

Bidders are required to obtain all necessary permits for the completion of the repair including from Highways and Traffic and applicable municipal permits. **Final payment will require copies of all permits.**

Bidders must agree to commence work within 48 hours and the entire job shall be completed within ten (10) working days from the date the contract is awarded.



**DEPARTMENT OF PUBLIC WORKS  
WATER SERVICE REPAIR PROGRAM  
BID FORM**

Bid for (bid # and street address):

Date bid due:

Time:

Bid from: \_\_\_\_\_(Bidder)

\_\_\_\_\_

\_\_\_\_\_

Mail or bring bids to: Department of Public Works, WSLRP, 1050 N. Lindbergh, Saint Louis, MO - 63132 **Faxed bids are not accepted**

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Bidder agrees to pay not less than the hourly rate of wages as determined by the Missouri Department of Labor and Industrial Relations.
5. Bidder hereby certifies:
  - a. Bidder is familiar with the St. Louis County Water Service 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 himself 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, age, or disability in the performance of the Work.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Contractor: \_\_\_\_\_

Contact person: \_\_\_\_\_

Address for communication: \_\_\_\_\_

Telephone: \_\_\_\_\_

## WATER SERVICE LINE REPAIR PROGRAM CONTRACT

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between St. Louis County, Missouri, hereinafter referred to as the "County" and \_\_\_\_\_ hereinafter 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 water service line 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; appropriate municipality; Missouri American Water Company; and the Missouri Department of Transportation (MoDOT) as necessary.

#### 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

#### 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 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 Water Service Line 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 Water Service Line 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 the third-party beneficiary of this Contract.
- F) Contractor shall have and maintain in appropriate amounts as required by the Director (a) general liability insurance naming St. Louis County as additional insured, (b) Worker's 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 Water Service Line 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 Water Service Line 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 Water Service Line Repair Work.
  2. The Contractor and each Subcontractor engaged in Water Service Line 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 therefore. 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 Water Service Line 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 Water Service Line Repair Work.
  4. The Contractor and each Subcontractor shall submit one (1) certified 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 stating that he complied with the provisions and requirements of these rules and regulations. St. Louis County will not make final payment until such an 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 Water Service Line 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:

Contractor understands that the Water Service Line Repair Program does not pay for any repairs on the inside of the house. If work is required on the inside of the house, the homeowner is responsible for the payment of those costs, and Contractor will negotiate directly with the homeowner, unless other arrangements for inside repairs are made, regarding these repairs.

Article 14:

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

Approved as to legal form only

\_\_\_\_\_  
Name & Title (must be typed or printed)

\_\_\_\_\_  
County Counselor

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 the Contractor's president, then 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 and have witness sign below:

**FOR SOLE PROPRIETORSHIPS**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me appeared \_\_\_\_\_ to me personally known, did say that s/he is a **Sole Proprietor** of \_\_\_\_\_ a **Missouri Sole Proprietorship**, and as such sole proprietor s/he has authority to execute the foregoing instrument on behalf of said sole proprietorship, and acknowledged that s/he executed the same as his/her free act and deed and as the free act and deed of said sole proprietorship.

---

**FOR CORPORATIONS**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2008 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 **President, Vice President, General Manager (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.

---

**FOR LIMITED LIABILITY CORPORATIONS**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2008 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.

---

**FOR PARTNERSHIPS**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me appeared \_\_\_\_\_ to me personally known, did say that s/he is a partner of \_\_\_\_\_, a **Missouri General Partnership**, and that as such partner s/he has authority to execute the foregoing instrument on behalf of said partnership, and acknowledged that s/he executed the same as his/her free act and deed and as the free act and deed of said partnership.

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness printed name



*A PERMIT WILL BE REQUIRED PRIOR TO COMMENCEMENT OF WORK*

**NOTICE TO PROCEED**

**Date:**

**To:**

(Contractor)

**This authorizes you to proceed with the following Water Service Line Repair Project.**

**Project #:**

**Master Plumber #:**

**Address:**

**Contract Cost:**

**Maximum number of working days prior to proceeding project: 2  
(Jan, 20 )**

**Maximum number of working days allowed for project completion: 10  
(Jan, 20 )**

The Contractor shall upon receipt of this document and prior to submission of the first payment request, notify the St. Louis County Water Service Line Repair Program office in writing 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 Water Service Line 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 of proceed may result in penalties* provided for the contract or rules and regulations of the St Louis County Water Service Line 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.

Sincerely,

Steve Rennekamp  
Program Manager  
Water Service Line Repair Program

**ST LOUIS COUNTY**  
**WATER SERVICE LINE REPAIR PROGRAM**  
**SCOPE OF WORK CHANGE FORM**

Date: \_\_\_\_\_ Project #: \_\_\_\_\_

Street Address: \_\_\_\_\_ Contractor: \_\_\_\_\_

Original Award: \$ \_\_\_\_\_ Increase/Decrease Amount: \$ \_\_\_\_\_

New Total Amount: \$ \_\_\_\_\_

St. Louis County Department of Public Works has determined the need to **INCREASE/DECREASE** the scope of work because of: (Please check as applicable)

- Unforeseen site condition
- Additional line failure not identified in original scope

Original Scope of Work \_\_\_\_\_

Description/Justification for increase/decrease scope, and/or reason situation not identified during initial site inspection: \_\_\_\_\_

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

**Breakdown for increase/decrease in costs:**

Labor (Rate x Hours): \_\_\_\_\_

Materials: \_\_\_\_\_

Equipment (Rate x Hours): \_\_\_\_\_

Additional cost to contractor: \_\_\_\_\_

Allowable profit & overhead of 15%: \_\_\_\_\_

Total: \_\_\_\_\_

All changes in scope must be determined in accordance with the Rules and Regulations, Section IV (D) and authorized by St. Louis County Department of Public Works.

MasterPlumber: \_\_\_\_\_  
(Signature) (Printed)

WSLRP Program Manager/Designee: \_\_\_\_\_  
(Signature)

ST. LOUIS COUNTY, MISSOURI  
DIRECTOR OF PUBLIC WORKS

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)(an LLC) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, RSMo, pertaining to the payment of wages to workmen employed on Public Works projects that will be fully satisfied and there 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\_\_\_\_, in carrying out any and all contract(s) and work in connection with the St. Louis County, Missouri Water Service Line Repair Program from \_\_\_\_\_ to \_\_\_\_\_ (period corresponding to period covered by Payment and Performance Bond).

\_\_\_\_\_  
*Contractor's signature\**

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

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

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



Examples of prevailing wage categories from current Wage Order No. 15.

|                                | <u>Direct Salaries</u> | <u>Fringes</u> |
|--------------------------------|------------------------|----------------|
| Laborers, General              | \$26.98/hour           | \$9.73         |
| Laborers, First semi-skilled   | \$27.92/hour           | \$9.73         |
| Laborers, Second semi-skilled  | \$27.12/hour           | \$9.73         |
| Plumbers                       | \$32.00                | \$19.68        |
| Operating Engineers I,II,III-A | \$28.17                | \$17.29        |
| Operating Engineers III,IV,V   | \$22.81                | \$17.29        |

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

**ST. LOUIS COUNTY WATER SERVICE LINE 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 Water Service Line Repair work and/or the furnishing of material for the Water Service Line Repair work at (address of Water Service Line Repair)\_\_\_\_\_, 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 from all matters with respect to the job and its contract and work for the job.

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

By \_\_\_\_\_  
**President or Sole Proprietor signature –  
Date**

\_\_\_\_\_  
**President or Sole Proprietor  
Printed name**

\_\_\_\_\_  
**Witness signature**

\_\_\_\_\_  
**Witness printed name**

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 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.

**ST. LOUIS COUNTY**  
**Water Service Line Capital Improvement Program**  
**Program Rules and Regulations**  
**Request for Project Proposals**

**Contents**

Introduction  
Program Eligibility  
Evaluation Criteria  
Program Rules and Regulations  
Application Procedures/Application

**Introduction**

Pursuant to Missouri Revised Statutes Section 66.405, the Water Service Line Capital Improvement Program provides funding for the replacement, repair, reconnection or relocation of residential Water Service Lines when made necessary by improvements to the public right-of-way. The program in St. Louis County is administered by the St. Louis County Department of Public Works, and utilizes funds collected by Missouri American Water and other municipal water service providers on residential water service bills, in accordance with County Ordinance No. 20,525 and adopted by County voters in November, 2000.

**Program Eligibility**

Eligible applicants for these funds include municipalities, water service providers, the Missouri Department of Transportation, St. Louis County Department of Highways and Traffic, and other County departments, County municipalities, and other entities engaged in public right-of-way improvements that necessitate the replacement, repair, reconnection or relocation of residential Water Service Lines located in St. Louis County, as may be deemed appropriate by the Director of Public Works.

Applicants for Water Service Line Capital Improvement funds agree to adhere to all program Rules and Regulations, and all applicable federal, state and local laws, in order to be eligible for funds.

Municipalities under contract with St. Louis County to collect and administer local Water Service Line Repair Programs are ineligible for funding.

### **Evaluation Criteria**

Criteria used for the approval of project funding may include the following:

1. Importance and significance of the Capital Improvement Project, as may be indicated by the Missouri Department of Transportation, the County Highways and Traffic Department, other County Departments, water service providers, municipalities, or other entities.
2. The total number of residents serviced and affected, and the overall Capital Improvement Project size.
3. The average cost per residential Water Service Line Repair, Replacement, Relocation or Reconnection.
4. The funding leverage ratio, to be defined as the total amount of funding requested compared to the total project cost.
5. The project location traffic volume as determined by the average weekday traffic count, or other public right-of-way usage determinations, as applicable.

After review and recommendation by the Director, the County Executive shall determine which applications should be granted, subject to approval by order of the County Council.

### **Program Rules and Regulations**

Funding for the Water Service Lines as part of the Capital Improvement Project will be approved, awarded and encumbered after the completion of the evaluation process. Funds will be dispersed after completion of the Water Service Line work has been completed, and all applicable and required documentation has been provided to the Department of Public Works, and approval by order of the County Council has been completed.

Program projects must commence in the year in which funding was approved and encumbered, unless otherwise agreed upon by the Director of Public Works, or his designee. Applicants are to provide an exact accounting of each Water Service Line to be serviced, to include address, ownership and cost. Estimates are acceptable at the time of application; however a true and accurate Water Service Line Repair list must be provided prior to submission of final request for payment and will be included in the Project Summary report provided to the Department of Public Works by mid-December of each funding year. Monies encumbered, but not actually used, will not be paid. The County will not consider any requests for additional funding for an approved project already in progress in the same year that funding was approved, but may consider a request for additional funding in a subsequent year.



Agencies, local and state governments, departments, water service providers and municipalities that wish to participate in the Water Service Line Capital Improvement Program shall complete an application on forms to be created and provided by the St. Louis County Department of Public Works, and shall include supporting documentation requested on the application. In order to be eligible for participation in the program, applicant shall:

- 1) Provide satisfactory proof that the proposed Water Service Line repairs/relocations are made necessary by improvements to the public right-of-way.
- 2) Provide satisfactory proof that the Water Service Line Repairs/Relocations are for residential properties within St. Louis County.
- 3) Provide written certification that neither the applicant(s), nor anyone on their behalf will make any claim against or seek any relief from St. Louis County arising out of or in connection with any work completed or any action taken in connection with the Water Service Line Capital Improvement Program. Applicant shall further certify applicant's acknowledgement that St. Louis County is not responsible for the acts of any applicant, contractor or subcontractor associated with the project, and applicant shall indemnify St. Louis County and hold St. Louis County harmless, to the extent authorized by law, from any and all claims arising out of the applicant's participation in, and work performed and actions taken in connection with the Water Service Line Capital Improvement Program.
- 4) Provide written certification that all such Water Service Line Repairs/Relocations as part of the Capital Improvement Project be performed by a St. Louis County licensed master plumber, and that repairs be completed in accordance with all County, municipal and other applicable code regulations and permit requirements.
- 5) Certify that applicant shall reimburse County for all expenses incurred by the County on the applicant's behalf in the event that applicant withdraws any or all portions of the Capital Improvement Project or otherwise interferes with performance of work authorized under this program.
- 6) Certify that applicant understands and acknowledges that Water Service Line Repair/Relocation under the Capital Improvement Program includes only the repair, relocation, reconnection or replacement of residential Water Service Line required as a result of improvements to the public right-of-way, including associated digging and the replacement of dirt and seeding of affected areas, and does not include replacing of landscaping or ornamental structures but only replacement of structures required for safe occupancy of a residence or safe use of property.

- 7) Certify that applicant understands and acknowledges that the Water Service Line Capital Improvement Program excludes any and all repair work on the inside or under any structure.
- 8) Certify that applicant understands and acknowledges that the Water Service Line Repair Program does not include payment for the elective replacement of lead or galvanized lines, and does not include payment for Water Service Line Repairs necessary due to freezing of water lines, earthquakes or other acts of God.

Administration of the Water Service Line Capital Improvement Program shall be contingent upon the availability of funding collected or anticipated to be collected or as may be made available pursuant to the One Dollar (\$1.00) per month fee imposed upon Water Service Lines by Ordinance No. 20,299.

St. Louis County and the Director of Public Works reserve the right to revise, update and/or otherwise change this document at any time.

**Application Procedures**

An application and required attachment information is provided as part of this packet.

**ST. LOUIS COUNTY**  
**Water Service Line Capital Improvement Program**

**Project Application**

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

**I. APPLICANT INFORMATION**

**Applicant Name:** \_\_\_\_\_

\_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Project Contact Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Alternative Phone/Fax:** \_\_\_\_\_

**Project Contact Name:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Alternative Phone/Fax:** \_\_\_\_\_

**II. PROJECT INFORMATION**

**Project Title:** \_\_\_\_\_

**Municipality:** \_\_\_\_\_

**County Council District:** \_\_\_\_\_

**Water Service Line Capital Improvement Program**

**Project Application**

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**Projected Project Start Date:** \_\_\_\_\_

**Projected Project Completion Date:** \_\_\_\_\_

**Projected Water Service Line Repairs/Relocations Start Date:** \_\_\_\_\_

**Projected Water Service Line Repair/Relocation Completion Date:** \_\_\_\_\_

**Projected Date of Request for Reimbursement:** \_\_\_\_\_

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**Project Description:** Clearly describe overall Capital Improvement Project, including geographical boundaries: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Number of Residences Affected by CIP Project:** \_\_\_\_\_

**Total Number of Residential Water Service Line Repairs/Relocations:** \_\_\_\_\_

**Total CIP Project Costs:** \_\_\_\_\_

**Total Water Service Line Repair/Replacement Cost:** \_\_\_\_\_

**Average Cost for each Water Service Line Repair/Replacement:** \_\_\_\_\_

**Funds Leverage Ratio:** \_\_\_\_\_  
(Cost of Water Service Repair Divided by the Total Cost of the Project)

**Water Service Line Capital Improvement Program**

**Project Application**

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**Weekday Traffic Counts:** Please name all streets/roadways affected by the CIP Project and give approximate **average weekday traffic (AWT)** count for each:

| <b><u>Street</u></b> | <b><u>AWT</u></b> |
|----------------------|-------------------|
| _____                | _____             |
| _____                | _____             |
| _____                | _____             |
| _____                | _____             |
| _____                | _____             |

**Project Criticality:** Please explain why this CIP project is a priority for the applicant, including information pertaining to number of affected individuals, neighborhoods, traffic relief and/or Council Districts. Include any information that supports your request for funding this important CIP project.

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Water Service Line Capital Improvement Program**

**Project Application**

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**III. REQUIRED ATTACHMENTS**

Please attach the following as part of the completed application packet:

- List of addresses and property owners for which a water line will be serviced
- Verification of current paid water service bill, to include program fee
- Detailed cost or cost estimate per each water service line, and exact service to be performed
- Project schedule, to include a schedule for the water service line work
- Completed certification form included as part of the application packet
- Certified copy of the ordinance or resolution authorizing applicant's program application and participation.

Completed application packets may be mailed to:

Water Service Line Capital Improvement Program  
St. Louis County Department of Public Works  
1050 N. Lindbergh Blvd  
Saint Louis, MO 63128

Questions may be directed to the Water Service Line Office at (314) 615-8420

## **APPLICATION FOR PARTICIPATION IN THE ST. LOUIS COUNTY WATER SERVICE LINE CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, the St. Louis County Department of Public Works administers a Water Service Line Capital Improvement Program under the authority of Chapter 1112 SLCRO 1974 as amended, to provide funding for the replacement, repair, reconnection or relocation of residential Water Service Lines when made necessary by improvements to the public right-of-way; and

WHEREAS, the Director of the St. Louis County Department of Public Works has promulgated Program Rules and Regulations for participants of the Program; and

WHEREAS, Applicant \_\_\_\_\_ is an entity engaged in improvements to the public right-of-way and seeks approval of the Director of Public Works for Program participation; and

WHEREAS, in support of its application, Applicant:

1. Certifies that Applicant will not make a claim against or seek any relief from St. Louis County arising out of or in connection with any work completed or any action taken in connection with the Water Service Line Capital Improvement Program, nor permit any person acting in Applicant's behalf to do so.
2. Acknowledges its understanding, agreement and consent that St. Louis County shall not be and is not responsible for the acts of Applicant or any contractor or subcontractor associated with the project for which Applicant seeks Program participation. To the extent allowed by law Applicant shall indemnify St. Louis County and hold St. Louis County harmless from any and all claims arising out of Applicant's participation in, and work performed and actions taken in connection with, the Water Service Line Capital Improvement Program.
3. Certifies that Applicant will engage a St. Louis County-licensed master plumber to perform the repair work for which Applicant seeks Program participation, and that repairs will be completed in accordance with all County, municipal and other applicable code regulations and permit requirements.
4. Certifies that Applicant has the authority to and does consent to the performance of Water Service Line Repair/Relocation work on and about the property described in this application, and that it will reimburse the County for all expenses incurred by the County on Applicant's behalf in the event that Applicant withdraws any or all portions of the capital improvement project or otherwise interferes with performance of work authorized under this program.

5. Certifies that Applicant understands and acknowledges that Water Service Line Repair/Relocation under the Capital Improvement Program includes only the repair, relocation, reconnection or replacement of residential Water Service Line required as a result of improvements to the public right-of-way, including associated digging and the replacement of dirt and seeding of affected areas, and does not include replacing of landscaping or ornamental structures but only replacement of structures required for safe occupancy of a residence or safe use of property.
  
6. Certifies that Applicant understands and acknowledges that the Water Service Line Capital Improvement Program excludes any and all repair work on the inside of the building structure. If repair work is required on the inside of the house as part of an eligible Water Service Line Capital Improvement Program repair/relocation, those costs shall be the responsibility of the homeowner, and Applicant will seek reimbursement therefore only from the homeowner, and not from the County.
  
7. Certifies that Applicant understands and acknowledges that the Water Service Line Repair Program does not include payment for the elective replacement of lead or galvanized lines, and does not include payment for Water Service Line Repairs necessary due to freezing of water lines, earthquakes or other acts of God.
  
8. Certifies that Applicant has read and agrees to follow all Rules and Regulations of the Water Service Line Repair Capital Improvement Program.



PROJECT TITLE AND DESCRIPTION FOR WHICH THIS APPLICATION IS MADE:

LOCATION OF PROJECT FOR WHICH THIS APPLICATION IS MADE:

\_\_\_\_\_ (Applicant)

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

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

Attest: \_\_\_\_\_

If Applicant is a municipality, please attach a certified copy of the ordinance or resolution authorizing Applicant's Program application and participation.