



**MISSOURI DEPARTMENT OF TRANSPORTATION
 INFORMAL QUOTE GUIDELINES AND DOCUMENTATION
 FOR PURCHASES \$3,000 TO \$24,999.99
 THIS IS NOT AN ORDER**

REQUEST FOR INFORMAL QUOTATION

Please quote the lowest prices covering material specified and provide all information requested.

| | | | | | |
|---------------------------------------|--------------|---------------------|--|-------------------------------|--|
| TODAY'S DATE: | 11/12/2010 | QUOTE DUE BY: | 11/24/2010 | F.O.B. REQUIREMENTS: | INSTALL ON SITE |
| TIME REQUIRED FOR DELIVERY: | 20-DAY ARO | QUOTATION No: | 9-101124Q | BUYER NAME /TELEPHONE NUMBER: | CLAYTON HANKS 573-522-9565 CLAYTON.HANKS@MODOT.MO.GOV |
| TO BE DELIVERED NO LATER THAN | | | | | |
| District Mailing Address/Facsimile #: | 573-522-1149 | Delivery Locations: | District 10 Project Office 2240 Conway Road, Park Hills, MO | | |

| Quantity | U/M | DESCRIPTION (including size and/or part #'s) | UNIT PRICE | UNIT PRICE EXTENSION | DELIVERY TIME |
|------------------------------|-----|--|------------|----------------------|---------------|
| | | Install roofing as specified in the attached drawings and specifications. | | | |
| | | Enter a one time payment lump sum for the entire roofing project as described herein | | | |
| | | \$ _____ | | | |
| | | Site visits may be scheduled by contacting Paul Huskey at 573-472-5216 or Paul.Huskey@modot.mo.gov | | | |
| TOTAL ORDER EXTENSION | | | | | |

If checked, the following item is a provision of this quotation.

- If this quotation is accepted, the quoting firm will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations for each affected craft and type of workmen. The current General Wage Order may be inspected at any District Headquarters Office or at the Headquarters Office in Jefferson City.

Company Name:

All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown. See attached for conditions and instructions.

VENDOR NOTES

| |
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VENDOR INFORMATION

| | | | |
|--|--|--|--|
| Vendor Name /Mailing Address | | Vendor Contact Information (including area codes): | |
| | | Phone #: | |
| | | Fax # | |
| | | Cellular # | |
| Printed Name and Title of Responsible Officer or Employee: | | Signature: | |

| | | | | | |
|---|--|-----|--------------------------|----|--------------------------|
| Is your company registered/certified with the State of Missouri as a (please circle): <div style="text-align: right; margin-right: 20px;"> Is your firm MBE Certified? Is your firm WBE Certified? </div> | | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Would your company like information on becoming a registered/certified MBE/WBE vendor? | | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

| | |
|---|--|
| List all agencies your firm is currently certified with? | |
|---|--|

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00020

INVITATION TO BID

Notice is given hereby that the Missouri Department of Transportation will accept bids for construction of the project marked "**Park Hills Project Office Reroof, St. Francois County, Park Hills, Missouri 63601**", according to Drawings and Specifications, and described in general as:

Existing mansard roof shingles, soffit and single-ply roof to remain. Install 2 x 10 rafters and 2 x 4 blocking over top of existing single-ply roofing. Install new prefinished steel sheet roofing, gutters and downspouts.

Sealed bids will be received by the Missouri Department of Transportation at its Central Office, 830 MoDOT Drive, PO Box 270, Jefferson City, MO 65102-0270 until 3:00 P.M., (enter date), 2010.

Bids will be opened and read aloud at that time and that place. Bids received after that time will not be accepted.

Contact Lynn Ferguson at 573-751-4879 or Lynn.Ferguson@modot.mo.gov to obtain plans, forms, and information or download them at no charge from <http://www.modot.mo.gov/gsbidding/>.

Prevailing wages as established by the Missouri Department of Labor and Industrial Relations, for (County), as shown herein will apply.

Bid securities in the amount of 5% of the bid will be required to accompany bids.

Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

Project Location: (location)

573-472-5216
Paul.Huskey@modot.mo.gov

1. SCOPE OF WORK

Existing mansard roof shingles, soffit and single-ply roof to remain. Install 2 x 10 rafters and 2 x 4 blocking over top of existing single-ply roofing. Install new prefinished steel sheet roofing, gutters and downspouts.

01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.
- D. Alternatives.

1.2 RELATED SECTIONS

- A. Section 01600 - Material and Equipment: Product substitutions.

1.3 SCHEDULE OF VALUES

- A. Submit a printed schedule on Contractor's standard form. Electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application on Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: 30 days.
- D. Submit waiver of liens from vendors.
- E. Include an updated construction progress schedule.
- F. Certified payroll records.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer may issue a Notice of Change that includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required.
- B. The Contractor may propose changes by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time, and a statement describing the effect on Work by the MoDOT District or other Contractors.
- C. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer.
- D. Construction Change Directive: Architect/Engineer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specify requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct an appropriate remedy or adjust payment.

1.7 ALTERNATIVES

- A. Accepted Alternatives will be identified in Owner-Contractor Agreement.

END OF SECTION

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Preinstallation meetings.
- G. Equipment electrical characteristics and components.
- H. Examination.
- I. Preparation.
- J. Cutting and Patching.
- K. Alteration project procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Missouri and acceptable to Architect/Engineer.
- B. Owner will locate and protect survey control and reference points.
- C. Control datum for survey is that established by Owner provided survey.
- D. Verify setbacks and easements; confirm drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

- A. Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: District engineer or representative, Architect/Engineer and Contractor.

- C. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer, participants and those affected by decisions made.

1.5 SITE MOBILIZATION MEETING

- A. Architect/Engineer will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Architect/Engineer will record minutes and distributes copies within 5 days after meeting to participants, with two copies to Architect/Engineer, participants and those affected by decisions made.

1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at when arranged by architect/engineer.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District engineer representative, Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review of Work progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems, which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Coordination of projected progress.
 - 7. Effect of proposed changes on progress schedule and coordination.
- E. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

1.7 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Notify Architect/Engineer seven days in advance of meeting date.
- C. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
- D. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements, which affect:

1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching to complete Work, and to:
1. Uncover Work to install or correct ill-timed Work.
 2. Remove and replace defective and non-conforming Work.
 3. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Cut masonry and concrete materials using masonry saw or core drill.
- E. Fit Work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer for decision or remedy.

3.2 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in Product sections; match existing Products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer for review.
- D. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections.
- E. Finish surfaces as specified in individual Product sections.

END OF SECTION

01300

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.
- M. Construction photographs.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control: Manufacturers' field services and reports.
- C. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates and closeout submittals.

1.3 REFERENCES

- A. AGC Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

1.4 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

1.7 PRODUCT DATA

- A. Product Data For Review:
 - 1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data For Information:
 - 1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- C. Product Data For Project Closeout:
 - 1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies, which the Contractor requires, plus two copies that will be retained by the Architect/Engineer.
- E. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SHOP DRAWINGS

- A. Shop Drawings For Review:
 - 1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Shop Drawings For Information:
 - 1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.

- C. Shop Drawings For Project Closeout:
 1. Submitted for the Owner's benefit during and after project completion.
- D. Indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- E. Submit in the form of one reproducible transparency and one opaque reproduction.

1.9 SAMPLES

- A. Samples For Review:
 1. Submitted to Architect/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Samples For Information:
 1. Submitted for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- C. Samples For Selection:
 1. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
 2. Submit samples of finishes for Architect/Engineer selection.
 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

1.10 DESIGN DATA

- A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.11 TEST REPORTS

- A. Submit for the Architect/Engineer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.12 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, and start-up, adjusting and finishing, to Architect/Engineer for delivery to owner in quantities specified for Product Data.

- B. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
- C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect/Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.15 ERECTION DRAWINGS

- A. Submit drawings for the Architect/Engineer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer or Owner.

END OF SECTION

01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Mock-up.
- E. Inspecting and testing laboratory services.
- F. Manufacturers' field services.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.
- C. Section 01650 - Starting of Systems.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current on date for receiving bids or date specified in the individual specification sections, except where a specific date is established by code.
- C. Neither the contractual relationships, duties or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 TESTING SERVICES

- A. Contractor to provide all testing services as called out in these specifications.
- B. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer or the Owner.
- C. Testing does not relieve Contractor to perform Work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same MoDOT personnel on instructions by the Architect/Engineer.

1.7 INSPECTION SERVICES

- A. Owner will employ MoDOT Personnel to perform inspection.
- B. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer or the Owner.
- C. Inspecting does not relieve Contractor to perform Work to contract requirements.

1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and the balancing of equipment as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

2.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, facsimile service and sanitary facilities.
- B. Temporary Controls: enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: progress cleaning and temporary buildings.

1.2 TEMPORARY ELECTRICITY

- A. Cost: By Contractor; pay for temporary power service furnished by MoDOT.

~~1.3 TELEPHONE SERVICE~~

- ~~A. Provide, maintain, and pay for telephone service to field office and Architect/Engineer's field office at time of project mobilization.~~

~~1.4 FACSIMILE SERVICE~~

- ~~A. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office and Architect/Engineer's field office at time of project mobilization.~~

1.5 TEMPORARY WATER SERVICE

- A. Connect to existing water source as directed for construction operations at time of project mobilization.
- B. Contractor will reimburse Owner for water used in construction as agreed upon at time of project mobilization.

~~1.6 TEMPORARY SANITARY FACILITIES~~

- ~~A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.~~

1.7 FENCING

- A. Construction: Use plastic mesh safety fencing or better.
- B. Provide 48" high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.8 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.9 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.11 SECURITY

- A. Provide security and facilities to protect Work and existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.

1.12 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Designated existing on-site roads may be used for construction traffic.

1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

~~1.14 FIELD OFFICES AND SHEDS~~

- ~~A. Office: Weather tight, with lighting, electrical outlets, heating and ventilating equipment and equipped with drawing rack and drawing display table.~~
- ~~B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.~~

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement or damage.

- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description is acceptable.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance Products.
- G. Warranties.

1.2 RELATED SECTIONS

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
- B. Section 01650 - Starting of Systems: System start-up, testing, adjusting and balancing.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. Owner will occupy portions of the building as specified in Section 01010.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean or replace filters of operating equipment used during construction and/or adjustment.
- D. Clean debris from roofs, gutters, downspouts and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Store record documents separate from documents used for construction.

- B. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish main floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- E. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
- E. Submit two sets of revised final volumes, within 10 days after final inspection.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

1.9 WARRANTIES

- A. Execute and assemble transferable warranty documents from Subcontractors, suppliers and manufacturers.
- B. Submit prior to final Application for Payment.
- C. For items of Work delayed beyond date of Final Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of the warranty period.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

FRAMING AND SHEATHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Roof framing. Size as indicated on Drawings.
- B. Diaphragm trusses fabricated on site.
- C. Miscellaneous framing and sheathing.

1.2 REFERENCES

- A. AHA (American Hardboard Association) A135.4 - Basic Hardboard.
- B. ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- C. ANSI A208.1 - Mat-Formed Wood Particleboard.
- D. APA (American Plywood Association).
- E. NFPA (National Forest Products Association).
- F. SPIB (Southern Pine Inspection Bureau).
- G. WCLIB (West Coast Lumber Inspection Bureau).
- H. WWPA (Western Wood Products Association).

1.3 SUBMITTALS FOR REVIEW

- A. Shop Drawings for wood species and grades, component profiles and Simpson Strong Tie fasteners.

1.4 QUALITY ASSURANCE

- A. In lieu of grade stamping exposed to view lumber, submit manufacturer's certificate certifying that products meet or exceed specified requirements.

1.5 DELIVERY, STORAGE AND PROTECTION

- A. Section 01600 - Material and Equipment: Transport, handle, store and protect products.

PART 2 PRODUCTS

2.1 ACCESSORIES

- A. Simpson STCT Roof Truss Clips or equal as shown on Drawings.

PART 3 EXECUTION

3.1 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Make provisions for erection loads and for sufficient temporary bracing to maintain structure safe, plumb and in true alignment until completion of erection and installation of permanent bracing.

C. Place horizontal members, crown side up.

3.2 TOLERANCES

A. Framing Members: 1/4 inch from true position, maximum.

END OF SECTION

07411

METAL ROOF AND WALL PANELS

PART 1 GENERAL

1.1 SUMMARY

- i. Section Includes: Factory-formed metal roof and wall panels, including fascia, soffit and liner panels and includes:
 - 1. Factory-formed panels in vertical installation.
 - 2. Factory-formed panels in horizontal installation.
 - 3. Metal flashings and trim.

1.1 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A653/A653M Standard specification for steel sheets, zinc-coated (galvanized) or zinc-iron alloy-coated (galvannealed) by the hot-dip process.
 - 2. ASTM A792/A792M Standard specification for steel sheet, 55% aluminum-zinc alloy coated by the hot-dip process.
 - 3. ASTM B209 Standard specification for aluminum and aluminum-alloy sheet and plate.
 - 4. ASTM D2247 Standard practice for testing water resistance of coatings in 100% relative humidity.
 - 5. ASTM E1680 Standard test method for determining the rate of air leakage through exterior metal roof systems under specified pressure differences across the specimen.
 - 6. ASTM E1646 Standard test method for water penetration of metal roof systems by uniform static air pressure difference.
 - 7. ASTM G90 Standard practice for performing accelerated outdoor weathering of non-metallic materials using concentrated natural sunlight.

1.2 SYSTEM DESCRIPTION

- A. Panel Performance requirements: Provide panels, which have been manufactured, fabricated and installed to withstand structural and thermal movement, wind loading and weather exposure to maintain manufacturer's performance criteria without defects, damage, failure or infiltration of water.
- B. Finish Performance Requirements:
 - 1. Color change and fade resistance: No cracking, peeling, blistering or loss of adhesion when tested in accordance with ASTM G23; color change, after removal of surface deposits such as dirt or chalk, maximum 5 Hunter units.
 - 2. Humidity resistance: No blistering peeling, or loss of adhesion after 2000 hours testing in accordance with ASTM D2247.

1.3 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 submittal procedures section.
- B. Product Data: Submit manufacturer's product data for specified products.

- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors and textures.
 - 1. Indicate layout of panels and panel sizes, including custom-fabricated panels if indicated: indicate each item of trim and accessories.
 - 2. Indicate in detailed drawings profile and gauge of interior and exterior sheets, and location and types of fasteners; indicate locations, gauges, shapes and methods of attachment of panels, trim and accessory items.
 - 3. Indicate products/materials required for construction activities of this section not supplies by manufacturer of products of this section.
- D. Samples: Submit selection and verification samples for finishes, colors and textures.
 - 1. Selection Samples: For each product requiring color selection, 2 sets of manufacturer's sample chips representing full range of colors and finishes available.
 - 2. Verification Samples: For each color and finish selected, 2 chips indicating match to selected color and finish.
- E. Quality Assurance Submittals: Submit the following
 - 1. Contractor Certificates: Contractor's certification that:
 - a. Manufacturer of products of this section meets specified qualifications.
 - b. Installer of products of this section meets specified qualifications.
 - 2. Manufacturer Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and physical requirements.
 - 3. Manufacturer's Instructions: Manufacturer's installation instructions.
- F. Closeout Submittals: Submit the following
 - 1. Warranty: Warranty documents specified herein.
 - 2. Record Documents: Project record documents for installed materials in accordance with Division 1 Closeout submittals (project record documents) section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in the installation of work similar to that required for this project.
 - 1. Certificate: When requested, submit certificates indicating qualification.
- B. Sheet Metal Industry Standard: Comply with Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Architectural Sheet Metal Manual.
- C. Preinstallation Meetings: Conduct preinstallation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements. Comply with Division 1 Project Management and Coordination, Project Meetings Section.

1.6 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirements Sections.
 - 1. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Deliver: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Identify fabricated components with UL 90 label where appropriate.
- C. Packing, Shipping, Handling, and Unloading:
 - 1. Bundle panels in waterproof wrapping paper when nested, or wooden crates when panels cannot be nested.
 - 2. Package trim and accessories in waterproof wrapping paper.
- D. Storage and Protection: Store materials protected from exposure to harmful conditions. Store all material in dry, above-ground location.
 - 1. Stack prefinished material to prevent twisting, bending, abrasion, scratching and denting. Elevate one end of each skid to allow for moisture run off.

2. Store products of this section in manufacturer's unopened packaging until installation of products.
3. Maintain dry, heated storage area for products of this section until installation of products.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurement before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

1.7 WARRANTY

- A. Project warranty: Refer to conditions of the contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit for Owner's acceptance manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to and not a limitation of other rights Owner may have under the Contract Documents.
 1. Warranty Period: one year commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.1 METAL WALL AND ROOF PANELS

- A. Manufacturer: McElroy Metal, Inc.
 1. Contact: 1500 Hamilton Road, Bossier City, LA 71111; Telephone (800) 950-6531, (318) 747-8000; Fax (318) 747-8059; Email marketing@mcelroymetal.com; website www.mcelroymetal.com
 2. Proprietary products: McElroy Preformed Wall and Roof Panels.
- B. Or Equal.

2.2 MANUFACTURED UNITS

- A. McElroy Max-Rib Panel
 1. Profile: Major longitudinal ribs 3/4" (45 mm) deep, spaced 9" (229 mm) on center; minor longitudinal ribs centered between major ribs.
 2. Size: 36" (914 mm) cover width.
 3. Material Galvalume steel sheet conforming to ASTM A792, AZ55 coating; 26 gauge sheet thickness.
 4. Finish: Galvalume Substrate with Kynar 500 coating.
 - a. Color: Selected from full range of manufacturer's standard colors.
- B. Trim:
 1. Manufacturer's standard 26 gauge sheet metal matching panel material and finish, break-formed, to profiles indicated on drawings, and including, but not limited to:
 - a. Copings.
 - b. Gravel stops.
 - c. Gutters and downspouts.
 - d. Termination and transition strips.
 2. Color: Match panel finish.
 3. Color: Selected from full range of manufacturer's standard color.
- C. Clips and Fasteners: Supply items required for installation of panels in accordance with manufacturer's installation instructions and other indicated items; supply galvanized clips and fasteners.

- D. Accessories:
1. FAMCO, 14" J-Vent with 6" extension. (10 total). Fresh Air Manufacturing Company, 649 Ralstin Street, Meridian, ID 83642. Phone: 1-800-234-1903.
 - a. Or equal.
 2. SNOBAR (roof snow retention)
 - a. Design Requirements: Continuous linear roof snow retention system along front of building should have a minimum performance of 500# per lineal foot of bar without deflection. Connection(s) must be used where required by Manufacturer.
 - b. Bar: 16 ga. galvanized steel with Polane Plus Enamel. Bar color to match metal roof.
 - c. Connection: Stainless steel clamp with stainless steel screws.
 - d. Quality Assurance: 5-years.
 - e. Equal to SnowBlox, SnoBar by Action Manufacturing, LLC, Engle, CO. Ph: (800) 711-9724.
 3. MASTIC
 - a. Installed continuous at all lap joints with material per roofing manufacturer's recommendations.
- 2.3 MATERIALS
- A. Galvanized Steel Sheet: ASTM A653, G90 steel sheet, zinc coated (galvanized) by hot dip process, structural quality.
- 2.4 RELATED MATERIALS
- A. General: Coordinate use of related materials:
1. Sealants: As required per roofing manufacturer.
- 2.5 SOURCE QUALITY
- A. Source Quality: Obtain metal panel products from a single manufacturer.
- 2.6 WARRANTY
- A. Panels: Finish Warranty: 40 Years.
- B. Panels: Red Rust Warranty: 15 Years.

PART 3 EXECUTION

- 3.1 MANUFACTURER'S INSTRUCTIONS
- A. Compliance: Comply with manufacturer's product data, recommendations and installations instructions for substrate verification, preparation requirements and installation.
1. Verification of Conditions:
 - a. Panel support systems are ready for construction activities of this section and within specified tolerances.
 - b. Rough-in utilities are in correct locations.
 2. Installer's Examination:
 - a. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
 - b. Transmit 2 copies of installer's report to Architect within 24 hours of receipt.
 - c. Delay construction activities of this section until unacceptable conditions have been corrected.
 - d. Beginning construction activities of this section indicates installer's acceptance of conditions.
- 3.3 PREPARATION
- A. Coordination: Coordinate metal roofing with other work including drainage, flashing and trim, deck substrates, parapets, copings, walls and other adjoining work to provide a noncorrosive and leak proof installation.

- B. Dissimilar Metals: Prevent galvanic action of dissimilar metals.

3.4 INSTALLATION

- A. General: Install metal roofing panels to profiles, patterns and drainage indicated and required for leak proof installation. Provide for structural and thermal movement of work. Seal joints for leak proof installation.
 - 1. Seams: Provide uniform, neat seams.
 - 2. Fasteners: Conceal fasteners where possible in exposed work. Cover and seal fasteners and anchors for watertight and leak proof installation.
 - 3. Sealant-Type Joints: Provide sealant-type joint where indicated. Form joints to conceal sealant. Comply with Division 7 Joint Sealants Section for sealant installation.
- B. Panel Installation:
 - 1. Install panels plumb, true in correct alignment with structural framing, in accordance with shop drawings and manufacturer's printed installation instructions.
 - 2. Install panels in horizontal installations using manufacturer's concealed fastening system only; sight-exposed fasteners are prohibited.
 - 3. Install panels in vertical installations using manufacturer's concealed fastening system or noncorrosive fasteners color-match to panel.
 - 4. Install trim using concealed fasteners where possible; sight-exposed noncorrosive fasteners color-matched to trim are permitted on vertical surfaces only.
- C. Installation Tolerances:
 - 1. Variation from Plumb: Maximum 1/8" (3.2 mm) in 20 feet (6.096m).
 - 2. Variation from Level: Maximum 1/8" (3.2 mm) in 20 feet (6.096m).
 - 3. Variation from True Plane: Maximum 1/8" (3.2 mm) in 20 feet (6.096m).

3.5 FIELD QUALITY REQUIREMENTS

- A. Site Tests (Post-Installation Testing): Owner reserves right to perform post-installation testing of installed metal panel installation.
- B. Manufacturer's Field Services: Upon Owner's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

3.6 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project site and legally dispose of the debris.
 - 1. Remove strippable coating from perform dry wipe-down cleaning of panels as erected.

3.7 PROTECTION

- A. Protection: Protect installed product's finish surfaces from damage during construction.
 - 1. Protect installed products from damage by subsequent construction activities.
 - 2. Replace products having damage other than minor finish damage.
 - 3. Repair products having minor damage to finish in accordance with panel manufacturer's recommendations.
 - 4. Architect shall be sole judge of acceptability of repair to damaged finishes; replace products having rejected repairs.

END OF SECTION

07600

FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fascia Systems
- B. Metal Roof Flashing and Trim

1.2 RELATED SECTIONS

- A. Section 06112 – Framing and Sheathing

1.3 REFERENCES

- A. ASTM A 526 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.
- B. ASTM A 527 – Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Lock-Forming Quality.
- C. National Roofing Contractors Association (NRCA) – “Roofing and Waterproofing Manual” third edition.
- D. Sheet Metal and Air Conditioning Contractor’s National Association (SMACNA) – Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Manufacturer’s data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation method.
- C. Shop Drawings:
 - 1. Indicate material profile, dimensions, jointing pattern, jointing details, fastening methods, flashing, termination, and installation details.
 - 2. Show the layout of wall sections, attachment, joint details, trim flashing, accessories and air infiltration seals.
 - 3. Show thickness of treated wood nailers and substrate.
- D. Design Data:
 - 1. Submit manufacturer’s certification that product supplied meets Factory Mutual Research Corporation’s (FMRC) requirements for Roof Perimeter Flashing for use in Zone 1 and Zone 2 Windstorm Resistance Areas as defined in FME & R Loss Prevention Data Sheet 1-7 and 1-49 design recommendations, and meets the wind resistance requirements specified.
 - 2. Certify that perimeter metal edge systems furnished meet the specified design pressures as tested using ANSI/SPRI ES-1-98 test method RE-2 or RE-3 test methodology.
 - 3. Certify that membrane attachment by perimeter edge systems exceeds 100 lb/ft of force as tested by ANSI/SPRI ES-1-98 test method RE-1.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches square, representing actual product, color, and pattern.

1.5 QUALITY ASSURANCE

- A. Installer qualifications: Companies specializing in sheet metal work with 5 years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Materials shall be delivered with identification labels, warnings and storage recommendations.
- D. Materials shall be stored in a clean, dry location prior to installation to prevent any damage to the contents. Store materials off the ground and protect from damage and deterioration as required by the material manufacturer.
- E. Handle materials to prevent damage to their surfaces, edges and ends of metal items. Damaged material shall be rejected and immediately removed from the site.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. Warranty Certification: Installing contractor shall certify that sheet metal work has been installed per National Sheet Metal System's printed details and specifications.
- B. Manufacturer warrants sheet metal fabrications are warranted to be free of defects in material and workmanship for a period of five (5) years from date of shipment.
- C. Provide manufacturer's Twenty (20) year finish warranty for standard coil-coated Kynar 500 colors against peeling, chalking, fading, checking and crazing, commencing upon date of final completion.
- D. No other warranties either expressed or implied are acceptable unless so stated in writing.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: McElory Metal, PO Box 1148, Shreveport, LA 71163, Toll free 800-950-6532.
- B. Equal to 26 ga. Max-Rib Ultra with Kynar 500® coating.
- C. Other manufacturer's as approved by the Architect.

2.2 FASCIA AND ROOF EDGE SYSTEMS

- A. Provide fascia/flashing system which meets the criteria recommended by Factory Mutual Research Corporation's (FRMC) requirements for Roof Perimeter Flashing for use in Zone 1 and Zone 2 Windstorm Resistance Areas as defined in FME & R Loss Prevention Data Sheet 1-7 and 1-49.
- B. 2-Piece Fascia:
 - 1. As shown on details.
- C. Accessories:
 - 1. Closure Cleat.
 - 2. Custom Fabrications as shown on details.
- D. Fascia Covers and Accessories to be Fabricated from:
 - 1. Prefinished 26 gauge steel to match roofing color.
- E. Waterdam Components:
 - 1. Prefinished 26 gauge steel to match roofing color.

- F. Standard Length of Product: Produce components in longest possible lengths for system specified.
- G. Finish:
 - 1. Kynar 500/Hylar 5000 from manufacturer's standard coil-coated colors.
 - a. Color – as picked by District Representative.

2.3 METAL ROOF FLASHING & TRIM

- A. Profile: As indicated on Roof Manufacturer's standard details. As required.
 - 1. Pitch Break.
 - 2. Valley Flashing.
 - 3. Peak Flashing.
 - 4. Ridge/Hip Flashing.
 - 5. Eave Flashing.
 - 6. Outside Corner Flashing.
 - 7. Inside Corner Flashing.
 - 8. Material and Finish: 26 ga. Steel galvanized/paint grip.
- B. Steel Finish:
 - 1. Prefinished steel with Kynar 500/Hylar 5000 from manufacturer's standard colors.

2.4 MATERIALS

- A. Prefinished Zinc-Coated Steel: Hot-dip galvanized steel, commercial quality A1 S1 G90 extra smooth, primed on both sides and finished on 1 side with 70 percent Kynar 500 based fluorocarbon coating of minimum 0.70 mils total dry film thickness.
 - 1. Strippable coating: Shop-applied liquid to front side of pre-finished metal to protect finish during fabrication, shipment, and field handling.

2.5 FABRICATION

- A. General Metal Fabrication: Shop-fabricate work to the greatest extent possible. Comply with details indicated on Drawings, and with applicable requirements of SMACNA. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Form seams and solder tin edges to be seamed.
- C. Expansion and Contraction:
 - 1. Provide for thermal expansion and contraction, and building movement in completed work, without over-stressing the material, breaking connections, or producing wrinkles and distortion in finished surfaces. Make watertight and weather-resistant.
 - 2. Where subject to thermal expansion and contraction, attach members with clips to permit movement without damage, or provide slotted or oversize holes with washers only, as acceptable to Architect.
 - 3. Make lock seam work flat and true to line, and sweat full of solder, except where installed to permit expansion and contraction.
 - a. Lap flat lock seams and soldered lap seams according to pitch, but in no case less than 3 inches. Make seams in direction of flow.
- D. Sealant Joints: Where movable, non-expansion type joints are indicated, or required for proper performance of work, form metal to provide for proper installation of sealant per SMACNA standards.
- E. Metal Separation: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with bituminous coatings or other permanent separation as recommended by manufacturer.

- F. Accessories:
 - 1. Factory assemblies shall be furnished to maintain watertight integrity.
 - 2. Provide matching accessories or other special fabrications from the manufacturer; color to match specified profile unless noted otherwise.
- G. Fascia/flashing sections furnished with strippable protective vinyl masking shall have film removed immediately before installation to prevent damage to the coating if left exposed to the ultra-violet rays of sunlight.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Except as otherwise indicated, comply with SMACNA recommendations.
- C. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners wherever possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather-restive.
- D. Strictly follow the material manufacturer's printed installation requirements.
- E. Completed work shall be true to line without buckling, creasing, warp or wind in finished surfaces. "Oil-canning" surfaces are not acceptable.
- F. Isolate dissimilar metals, masonry or concrete from metals using bituminous paint, tape or slip-sheet. Use gasketed fasteners where required to prevent corrosive actions.
- G. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using continuous cleats, clips and fasteners as required by the system. No exposed face fastening shall be accepted.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Maintain prefinished surfaces in undamaged condition until date of final completion. Repair or replace damaged components, any touch-up to be indistinguishable from undamaged surface/finish.
- C. Upon completion of work, a final inspection by the owner's representative shall be made. Any necessary corrective actions will be noted and the installing contractor shall make corrections within five (5) working days. Upon acceptance of the project, any applicable warranties shall be presented to the owner's representative.

END OF SECTION

07712

STEEL GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Prefinished continuous galvanized steel gutters and downspouts.
- B. Fastening.

1.2 RELATED SECTIONS

- A. Section 07411 – Metal Roof and Wall Panels.

1.3 REFERENCES

- A. ASTM A361/A361M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.
- B. ASTM B32 - Standard Specification for Solder Metal.
- C. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant.
- D. SMACNA (Sheet Metal and Air Conditioning Contractors National Association) - Architectural Sheet Metal Manual.
- E. Pre-Finished Galvanized Steel Sheet: ASTM A755 coil coated.

1.4 DESIGN REQUIREMENTS

- A. Conform to BOCA code for size and method of rainwater discharge.

1.5 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01600 - Material and Equipment: Transport, handle, store and protect.
- B. Stack material to prevent twisting, bending or abrasion and to provide ventilation. Slope to drain.
- C. Prevent contact with materials during storage that may cause discoloration, staining or damage.

1.6 PROJECT CONDITIONS

- A. Section 01039 - Coordination and Meetings.
- B. Coordinate the work with downspout discharge pipe inlet.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Galvanized Steel Sheet: ASTM A361/A361M, ASTM A446/A446M, Grade A or ASTM A526/A526M, G90 zinc coating; 26 gauge core steel.
- B. Primer: Zinc molybdate Galvanized iron type.
- C. Protective Backing Paint: FS TT-C-494, bituminous.
- F. Solder: ASTM B32; 50/50 type
- G. Base Metal: ASTM A653, zinc coating.
- H. Exposed Finish: Silicone polyester or acrylic or electrolytic powder coating.

2.2 COMPONENTS

- A. Gutters: CDA Square or profile as indicated on drawings.

- B. Downspouts: CDA Rectangular or profile as indicated on drawings.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: In accordance with CDA requirements.
 - 2. Gutter Supports: Spikes and ferrules.
 - 3. Downspout Supports: Brackets.
- D. Fasteners: Same material and finish as gutters and downspouts, with soft neoprene washers.

2.3 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated and free of distortion or defects.
- B. Fabricate trim, flashing and other metal components from same material as metal gutter sections.
- C. Fabricate strap ties of compatible material as gutters, to interlock with gutter.
- D. Fabricate connector/expansion clips of same material as gutter that interlock with gutter by mechanical fastener.
- E. Form gutter and downspout sections in single length sheets.
- F. Hem exposed edges on ½-inch miter.
- G. Provide expansion joints (slip joints) on gutters exceeding 50 feet in length.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01039 - Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.2 PREPARATION

- A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil.

3.3 INSTALLATION

- A. Install gutters, downspouts and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed or soldered watertight. Flash and seal gutters to downspouts and accessories.
- C. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- D. Install gutters ¾ inches below slope of roof at outside edge.
- E. Connect downspouts to downspout boots at 8 inches above grade or to existing storm sewer system.
- F. Locate downspouts per Drawings.
- G. Strap downspouts at maximum 30 inches on center.
- H. Set splash pads under downspouts (where required). Secure in place.

END OF SECTION

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STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

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- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in **St. Francois County**. The Annual Wage Order #17 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

The Commission may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

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Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Construction Safety Program

- a. Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

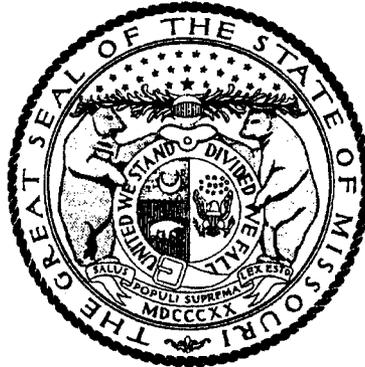
Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. **(See Sections 290.550 through 290.580 RSMo).**

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

Section 095

ST. FRANCOIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2010**

Last Date Objections May Be Filed: **April 9, 2010**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE | **Effective Date of Increase | * | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--------------------------------|------------------------------|---|--------------------|--------------------|------------------|-----------------------|
| Asbestos Worker | | | \$34.76 | 55 | 60 | \$16.61 |
| Boilermaker | | | \$32.30 | 57 | 7 | \$20.01 |
| Bricklayers-Stone Mason | | | \$26.57 | 75 | 40 | \$8.07 |
| Carpenter | | d | \$26.66 | 74 | 41 | \$11.40 |
| Cement Mason | | | \$28.58 | 80 | 6 | \$13.51 |
| Electrician (Inside Wireman) | | | \$33.60 | 82 | 71 | \$7.96 + 42.5% |
| Communication Technician | | | \$29.50 | 44 | 47 | \$7.43 + 29.75% |
| Elevator Constructor | | a | \$40.945 | 26 | 54 | \$21.505 |
| Operating Engineer | | | | | | |
| Group I | | | \$25.92 | 86 | 66 | \$18.37 |
| Group II | | | \$25.92 | 86 | 66 | \$18.37 |
| Group III | | | \$24.67 | 86 | 66 | \$18.37 |
| Group III-A | | | \$25.92 | 86 | 66 | \$18.37 |
| Group IV | | | \$23.69 | 86 | 66 | \$18.37 |
| Group V | | | \$26.62 | 86 | 66 | \$18.37 |
| Pipe Fitter | | c | \$34.00 | 91 | 69 | \$21.43 |
| Glazier | | | \$31.46 | 87 | 31 | \$19.13 + 13.2% |
| Laborer (Building): | | | | | | |
| General | | | \$20.01 | 49 | 7 | \$9.89 |
| First Semi-Skilled | | | \$21.31 | 49 | 7 | \$9.89 |
| Second Semi-Skilled | | | \$20.31 | 49 | 7 | \$9.89 |
| Lather | | b | \$28.91 | 77 | 41 | \$11.65 |
| Linoleum Layer & Cutter | | | \$28.43 | 92 | 26 | \$11.40 |
| Marble Mason | | | \$26.57 | 75 | 40 | \$8.07 |
| Millwright | | | \$32.48 | 77 | 41 | \$11.65 |
| Iron Worker | | | \$30.98 | 11 | 8 | \$17.675 |
| Painter | | | \$21.33 | 106 | 62 | \$10.00 |
| Plasterer | | | \$27.81 | 67 | 3 | \$13.43 |
| Plumber | | c | \$34.00 | 91 | 69 | \$21.43 |
| Pile Driver | | b | \$28.91 | 77 | 41 | \$11.65 |
| Rofer | | | \$28.65 | 15 | 73 | \$14.50 |
| Sheet Metal Worker | | | \$34.82 | 32 | 25 | \$19.71 |
| Sprinkler Fitter | | | \$30.84 | 33 | 19 | \$15.80 |
| Terrazzo Worker | | | \$26.57 | 75 | 40 | \$8.07 |
| Tile Setter | | | \$26.57 | 75 | 40 | \$8.07 |
| Truck Driver-Teamster | | | | | | |
| Group I | | e | \$26.22 | 103 | 77 | \$9.40 |
| Group II | | e | \$26.38 | 103 | 77 | \$9.40 |
| Group III | | e | \$26.37 | 103 | 77 | \$9.40 |
| Group IV | | e | \$26.49 | 103 | 77 | \$9.40 |
| Traffic Control Service Driver | | | \$26.415 | 22 | 55 | \$9.045 |
| Welders-Acetylene & Electric | | * | | | | |

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**ST. FRANCOIS COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

NO. 32: The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. **All work performed during regular work hours on Saturdays shall be paid at time and one-half (1-1/2).** All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**ST. FRANCOIS COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one & one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe benefit rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and the percentage fringe benefit rates. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

NO. 49: Means eight (8) hours shall constitute a day's work to begin at 8:00 a.m. and end at 4:30 p.m. The starting time may be advanced one (1) hour or two (2) hours. Employees shall receive time and one-half (1½) for all time they are required to work before 8:00 a.m., during the lunch period or after 4:30 p.m. unless the starting time is advanced as provided above. Forty (40) hours shall constitute a week's work, Monday through Friday. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. However, in the event that the laborer working such make-up day is assisting another craft drawing overtime pay, the laborer shall receive the same overtime multiple as the craft assisted. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, he may work ten (10) hours Friday at straight time. However, in the event that the laborer working any such make-up day is assisting another craft drawing overtime pay, the laborer shall receive the same overtime multiple as the craft assisted. If workmen are required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work. **Projects that cannot be performed during regular workday:** If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of fifty cents (\$.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the fifty cent (\$.50) per hour premium. **Shift work:** The Employer may elect to work one (1), two (2) or three (3) shifts on any work. When two (2) or more shifts are worked on any operation, the first shift or day shift will consist of eight (8) hours exclusive for lunch time; the second shift or swing shift shall consist of eight (8) hours work for eight and one-half (8½) hours pay, exclusive of lunch time; the third or graveyard shift shall consist of eight (8) hours work for nine (9) hours pay exclusive of lunch time.

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

**ST. FRANCOIS COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

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

NO. 74: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other condition beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at the employee's option. If an employee is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather only, Saturday or any part thereof may be worked as a make-up day at the straight time hourly rate based on eight (8) hours work. All work performed in excess of forty (40) hours, or eight (8) hours in any one day will be paid at time and one-half (1½). If an employee declines to work Saturday as a make-up day, he or she shall not be penalized. Sundays and recognized holidays may not be used as a make-up day. Time and one-half (1½) shall be paid for all overtime hours during the week, Monday through Friday, and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

NO. 75: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. or C.S.T. or C.D.S.T. and 4:30 p.m., with a thirty (30) minute unpaid lunch period occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday, inclusive. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of one and one-half times the hourly base wage rate in effect. All time worked on Sundays and on recognized holidays shall be paid for at the rate of double the hourly base wage rate in effect. In a work day provided a job runs at least four (4) working days, a ten (10) hour per day, four (4) days per week work schedule may be utilized. Ten (10) hours work per day shall constitute a day's work, forty (40) hours a week, Monday through Thursday, exclusively, shall constitute a week's work. The normal starting time of said day shall be between 6:30 a.m. and 8:30 a.m. The normal quitting time shall be ten and one-half (10½) hours after the starting time. A thirty (30) minute unpaid lunch shall occur in the middle of the day. The normal starting and quitting times may be changed by mutual consent of the interested parties. Provided a job runs at least four (4) working days and in the event, the job is shut down for eight (8) hours or more in one (1) work day Monday through Thursday due to inclement weather at the job site, then, at the option of the employer, Friday of the same work week may be worked as a makeup day. The Friday makeup day will be considered identical in start and stop times as a ten (10) hour work day, (even if some overtime occurs or should ten (10) hours be lost to inclement weather), it would be worked as all other work days.

**ST. FRANCOIS COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 82: Means the workday shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the workweek from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal workday, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized legal holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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

**ST. FRANCOIS COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half ($\frac{1}{2}$) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half ($1\frac{1}{2}$) for work performed **on Saturdays**, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half ($1\frac{1}{2}$) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half ($7\frac{1}{2}$) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half ($1\frac{1}{2}$). All work done on Saturday will be done at time and one-half ($1\frac{1}{2}$), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half ($1\frac{1}{2}$), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 103: Means a regular workweek of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A Workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 106: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half ($1\frac{1}{2}$). An overtime rate of time and one-half ($1\frac{1}{2}$) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half ($1\frac{1}{2}$) up to the legal starting time on Monday. Saturdays, Sundays and Holidays shall be paid for in the rate of double (2) time the prevailing scale.

**ST. FRANCOIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

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

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

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

NO. 40: The employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Sunday, and is worked, the following work day will be double time wages for the holiday.

**ST. FRANCOIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

NO. 62: All work performed on holidays shall be considered overtime and work performed on these days shall be paid at double (2) time rate of pay. The holidays of understanding are: New Years' Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these holidays fall on Saturday the Friday before shall be observed as the holiday. Should any of these days fall on Sunday, then the following Monday shall be observed as the holiday. Under no circumstance shall employees be permitted to work on Labor Day (the first Monday in September).

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

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

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

**ST. FRANCOIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

NO. 77: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

Heavy Construction Rates for
ST. FRANCOIS County

Section 095

| OCCUPATIONAL TITLE | *Effective Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|------------------------------|-----------------------------|--------------------|--------------------|------------------|-----------------------|
| CARPENTER | | | | | |
| Journeyman | | \$28.64 | 23 | 16 | \$11.50 |
| Millwright | | \$28.64 | 23 | 16 | \$11.50 |
| Pile Driver Worker | | \$28.64 | 23 | 16 | \$11.50 |
| OPERATING ENGINEER | | | | | |
| Group I | | \$25.00 | 21 | 5 | \$18.28 |
| Group II | | \$24.65 | 21 | 5 | \$18.28 |
| Group III | | \$24.45 | 21 | 5 | \$18.28 |
| Group IV | | \$20.80 | 21 | 5 | \$18.28 |
| Oiler-driver | | \$20.80 | 21 | 5 | \$18.28 |
| CEMENT MASON | | | | | |
| | | \$26.59 | 6 | 6 | \$13.43 |
| LABORER | | | | | |
| General Laborer | | \$24.56 | 2 | 4 | \$9.29 |
| Skilled Laborer | | \$25.16 | 2 | 4 | \$9.29 |
| TRUCK DRIVER-TEAMSTER | | | | | |
| Group I | | \$26.22 | 22 | 19 | \$9.40 |
| Group II | | \$26.38 | 22 | 19 | \$9.40 |
| Group III | | \$26.37 | 22 | 19 | \$9.40 |
| Group IV | | \$26.49 | 22 | 19 | \$9.40 |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
ST. FRANCOIS COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 6: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 7:00 a.m. and 9:00 a.m. Time and one-half (1½) shall be paid for work performed on a regular work day before the regular starting time and after the regular quitting time. Double (2) time shall be paid for work performed on Sunday and holidays. At the discretion of the Employer, Saturday can be used for a make-up day. The Employer when working on highway and road work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his or her forty (40) hours.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**REPLACEMENT PAGE
ST. FRANCOIS COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**ST. FRANCOIS COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 6: All work done on New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When a holiday occurs on Saturday, it shall not be observed on either the previous Friday or the following Monday. Such days shall be a regular workday. If such a holiday occurs on Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

| Occupational Title | Basic | Total |
|--------------------|-------------|-----------------|
| | Hourly Rate | Fringe Benefits |
| Journeyman Lineman | \$35.03 | \$4.75 + 42% |
| Lineman Operator | \$30.24 | \$4.75 + 42% |
| Groundman | \$23.38 | \$4.75 + 42% |

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

UTILITY WORK

| Occupational Title | Basic | Total |
|--------------------|-------------|-----------------|
| | Hourly Rate | Fringe Benefits |
| Journeyman Lineman | \$35.03 | \$4.75 + 39.55% |
| Lineman Operator | \$30.24 | \$4.75 + 39.55% |
| Groundman | \$23.38 | \$4.75 + 39.55% |

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.