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:	9/20/2011	QUOTE DUE BY:	10/7/2011	F.O.B. REQUIREMENTS:	INSTALL ON SITE
TIME REQUIRED FOR DELIVERY:	30-DAY ARO	QUOTATION NO:	9-111007QC	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:	MODOT, SOUTHWEST DISTRICT, MAINTENANCE FACILITY 820 W. MAIN BENTON COUNTY, COLE CAMP MISSOURI	

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
		Construct a concreted containment structure as specified in the attached			
		drawings and specifications.			
		Enter a one time payment lump sum for			
		the entire project as described herein			
		$_____			
		Site visits may be scheduled by contacting			
		Contact: Jerry Steffens at Phone: (660) 668-3114 or (660) 281-0451			
		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

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:	

Email Address _____

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"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

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)**. To file a complaint against a contractor for employing a worker from one of the restrictive states below on a Missouri public works project, submit the **complaint form** online for the Division to investigate.

Restrictive states- workers from these states are **NOT** allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Non-Restrictive States- workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

01400

QUALITY CONTROL REQUIREMENTS

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/Designer 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/Designer 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/Designer 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/Designer 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/Designer.

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/Designer 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

01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROL REQUIREMENTS

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/Designer's field office at time of project mobilization.~~

~~1.4 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.~~

~~1.5 TEMPORARY SANITARY FACILITIES~~

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

~~1.6 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.~~

~~1.7 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.~~

~~1.8 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.~~

~~1.9 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.~~

1.10 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.

~~1.11 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 REQUIREMENT

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/Designer 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/Designer 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

01700

CONTRACT CLOSEOUT REQUIREMENT

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/Designer'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/Designer 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/Designer 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

02100

SITE PREPARATION

PART 1 SCOPE

A. The contractor shall visit the site and carefully examine the conditions of the premises to determine the amount of work and materials required for the work necessary.

B. The contractor shall be responsible for determining the quantities of materials to be excavated and handled and for the amount of backfilling, filling and grading to be done in order to perform all work required on the plans.

END OF SECTION

02220

EXCAVATING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.1 SUMMARY

A Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.

C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the MoDOT Inspector.

1.3 DELIVERY, STORAGE AND HANDLING

A. Comply with pertinent provisions of Section 01620.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. Fill and backfill materials:

1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2-3/8" in their greatest dimension.
2. Fill material is subject to the approval of the MoDOT Inspector, and are those materials removed from excavations or imported from off-site borrow areas; predominantly granular, non-expansive soils free from roots and other deleterious matter.
3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.
4. Cohesionless material used for structural backfill. Provide sand free from organic material and other foreign matter, and as approved by the MoDOT Inspector.
5. Where granular base is called for under building slabs, provide aggregate complying with requirements of Section 03300 of these Specifications.

2.2 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISH ELEVATIONS AND LINES

A. Comply with pertinent provisions of Section 01050.

3.3 PROCEDURES

A. Utilities:
1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
2. If active utility lines are encountered and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Architect and secure his instructions.
5. Do not proceed with permanent relocation of utilities until written instructions are received from the Architect.

B. Protection of persons and property:
1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.

C. Dewatering:
1. Remove all water, including rainwater encountered during trench and sub-structure work to an approved location by pumps, drains and other approved methods.
2. Keep excavations and site construction area free from water.

D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors and to other work being performed on or near the site.

E. Maintain access to adjacent areas at all times.

3.4 EXCAVATING

A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated and specified herein.

B. Satisfactory excavated materials:
1. Transport to and place in, fill or embankment areas within the limits of the Work.

C. Unsatisfactory excavated materials:
   1. Excavate to a distance below grade as directed by the MoDOT Inspector and replace with satisfactory materials.
   2. Include excavation of unsatisfactory materials and replacement by satisfactory materials, as parts of the work of this Section.

D. Surplus materials:
   1. Dispose of unsatisfactory excavated material, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor.

E. Excavation of rock:
   1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.
   2. Do not use explosives without written permission from the Architect.

F. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

G. Borrow:
   1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the MoDOT Inspector.

H. Ditches and gutters:
   1. Cut accurately to the cross sections, grades and elevations shown.
   2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.
   3. Dispose of excavated materials as shown on the Drawings or directed by the MoDOT Inspector; except do not, in any case, deposit materials less than 3'-0" from the edge of a ditch.

I. Unauthorized excavation:
   1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the MoDOT Inspector.
   2. Under footings, foundations, or retaining walls:
      a. Fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top elevation.

      b. When acceptable to the soil engineer, lean concrete fill may be used to bring the bottom elevation to proper position.
   3. Elsewhere backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

J. Stability of excavations:
   1. Slope sides of excavations to 1:1 or flatter, unless otherwise directed by the MoDOT Inspector.
   2. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
   3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

K. Excavating for structures:
1. Conform to elevations and dimensions shown within a tolerance of 0.10 ft, and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services, other construction required and for inspection.
2. In excavating for footings and foundations, take care not to disturb bottom of excavation:
   a. Excavate by hand tools to final grade just before concrete is placed.
   b. Trim bottoms to required lines and grades to leave solid base to receive concrete.
3. Excavate for footings and foundations only after general site excavating, filling and grading are complete.

L. Excavating for pavements:
1. Cut surface under pavements to comply with cross sections, elevations and grades.

M. Cold weather protection:
1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.5 FILLING AND BACKFILLING

A. General:
1. For each classification listed below, place acceptable soil material in layers to required subgrade elevations.
2. In excavations:
   a. Use satisfactory excavated or borrowed materials.
3. Under building slabs:
   a. Use subbase materials.
4. Under building slabs:
   a. Use granular fill, if so called for on the Drawings, complying with aggregate acceptable under Section 03300 of these Specifications.

B. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following.
1. Acceptance of construction below finish grade including, where applicable, dampproofing and waterproofing.
2. Inspecting, testing, approving and recording locations of underground utilities.
3. Removing concrete formwork.
4. Removing shoring and bracing and backfilling of voids with satisfactory materials.
5. Removing trash and debris.
6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:
1. Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious matter from ground surface prior to placement of fills.
2. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
3. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content and compact to required depth and percentage of maximum density.

D. Placing and compacting:
1. Place backfill and fill materials in layers not more than 8" in loose depth.
2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
3. Compact each layer to required percentage of maximum density for area.
4. Do not place backfill or fill material on surfaces that are muddy, frozen or containing frost or ice.

5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.
7. Where the construction includes basement or other underground walls having structural floors over them, do not backfill such walls until the structural floors are in place and have attained sufficient strength to support the walls.

3.6 GRADING

A. General:
1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth the finished surfaces within specified tolerance.
3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
3. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition or if such a transition defeats positive control of drainage.

B. Grading outside building lines:
1. Grade areas adjacent to buildings to achieve drainage away from the structures and to prevent ponding.

2. Finish the surfaces to be free from irregular surface changes, and:
a. Shape the surface of areas scheduled to be under walks to line, grade and cross-section, with finished surface not more than 0.10 ft above or below the required subgrade elevation.
b. Shape the surface of areas scheduled to be under pavement to line, grade and cross-section, with finished surface not more than 0.05 ft above or below the required subgrade elevation.

3.7 COMPACTING

A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D1557.

B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place and as approved by the MoDOT Inspector.
1. Structures:
a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.

2. Lawn and unpaved areas:
a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 85% of maximum density.
3. Walks:
a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
4. Pavements:
a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.

C. Moisture control:

1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
2. Remove and replace or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the MoDOT Inspector.

3.8 MAINTENANCE

A. Protection of newly graded areas:

1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds;
2. Repair and establish grades in settled, eroded and rutted areas to the specified tolerances.

B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact to the required density prior to further construction.

END OF SECTION

03100

CONCRETE FORMWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Formwork for cast-in place concrete, with shoring, bracing and anchorage.
B. Openings for other work.
C. Form accessories.
D. Form stripping.

1.2 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Section 03200 - Concrete Reinforcement
B. Section 03300 - Cast-in-Place Concrete: Supply of concrete accessories for placement by this section.
C. Section 05500 - Metal Fabrications: Supply of metal fabrications for placement by this section.

1.3 RELATED SECTIONS

A. Section 03200 - Concrete Reinforcement.
B. Section 03300 - Cast-in-Place Concrete.

1.4 REFERENCES

A. ACI 301 - Structural Concrete for Buildings.
B. ACI 318 - Building Code Requirements for Reinforced Concrete.
C. ACI 347 - Recommended Practice For Concrete Formwork.
D. PS 1 - Construction and Industrial Plywood.

1.5 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing to conform to design and code requirements; concrete to conform to required shape, line and dimension.

1.6 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Product Data: Provide data on void form materials and installation requirements.

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 347.

1.8 REGULATORY REQUIREMENTS

A. Conform to applicable code for design, fabrication, erection and removal of formwork.

1.9 FIELD SAMPLES

A. Provide under provisions of Section 01400. Coordinate with requirements stated in Section 03100 and 03300.

1.10 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of Section 01600.
B. Deliver void forms and installation instructions in manufacturer's packaging.
C. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

1.11 COORDINATION

A. Coordinate work under provisions of Section 01039.
B. Coordinate this Section with other Sections of work that require attachment of components to formwork.
C. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Architect/Engineer.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

A. Plywood: Douglas Fir species; grade B/B plyform class 1 or 2; sound undamaged sheets with clean, true edges.
B. Lumber: Douglas Fir species; standard grade; with grade stamp clearly visible.

2.2 PREFABRICATED FORMS

A. Preformed Steel Forms: Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
B. Pan Type: Steel of size and profile required.
C. Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, of sizes required.
D. Void Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete mix until initial set; 2 inches thick.

2.3 FORMWORK ACCESSORIES

A. Form Ties: Snap-off type, galvanized metal, fixed length, cone type, with waterproofing washer, free of defects that could leave holes larger than 1 inch in concrete surface.

B. Form Release Agent: Colorless mineral oil which will not stain concrete, or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.

C. Dovetail Anchor Slot: Galvanized steel, 22 gauge thick, foam filled, release tape sealed slots, anchors for securing to concrete formwork.

D. Flashing Reglets: Galvanized steel, 22 gage thick, longest possible lengths, with alignment splines for joints, foam filled, release tape sealed slots, anchors for securing to concrete formwork.

E. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

F. Waterstops: Rubber, minimum 1,750 p.s.i tensile strength, minimum 50 degrees F to plus 175 degrees F working temperature range, wide, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.2 EARTH FORMS

A. Earth forms are not permitted except for spread and column footings, which are to be square and free of debris.

3.3 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with ACI 301.
B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to over stressing by construction loads.
C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
D. Align joints and make watertight. Keep form joints to a minimum.
E. Obtain approval before framing openings in structural members that are not indicated on Drawings.
F. Install void forms in accordance with manufacturer's recommendations. Protect forms from moisture or crushing.

3.4 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
B. Apply prior to placement of reinforcing steel, anchoring devices and embedded items.
C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in passing through concrete work.
B. Locate and set in place items which will be cast directly into concrete.
C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts and components of other Work.
D. Install accessories in accordance with manufacturer's instructions, straight, level and plumb. Ensure items are not disturbed during concrete placement.
E. Install water-stops continuous without displacing reinforcement. Heat seal joints watertight.
F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
G. Close temporary openings with tight fitting panels, flush with inside face of forms and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.6 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.
B. Clean formed cavities of debris prior to placing concrete.
C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.7 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301.

3.8 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design and that supports, fastenings, wedges, ties and items are secure.
B. Do not reuse wood formwork more than 2 times for concrete surfaces to be exposed to view. Do not patch formwork.

3.9 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
B. Loosen forms carefully. Do not wedge pry bars, hammers or tools against finish concrete surfaces scheduled for exposure to view.
C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

END OF SECTION

03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Reinforcing steel bars, wire fabric and accessories for cast-in-place concrete.

1.2 RELATED SECTIONS

A. Section 03100 - Concrete Formwork.
B. Section 03300 - Cast-in-Place Concrete.

1.3 REFERENCES

A. ACI 301 - Structural Concrete for Buildings.

B. ACI 318 - Building Code Requirements For Reinforced Concrete.

C. ACI SP-66 - American Concrete Institute - Detailing Manual.

D. ACI 315-99 – Details and Detailing of Concrete Reinforcement

E. ANSI/ASTM A82 - Cold Drawn Steel Wire for Concrete Reinforcement.

F. ANSI/ASTM A184 - Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.

G. ANSI/ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.

H. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.

I. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

J. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete Construction.

K. CRSI - Concrete Reinforcing Steel Institute - Manual of Standard Practice.

L. CRSI - Placing Reinforcing Bars.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI - Manual of Standard Practice & ACI 318.

1.5 COORDINATION

A. Coordinate work under provisions of Section 01039.
B. Coordinate with placement of formwork, formed openings and other Work.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel: ASTM A615, yield grade; deformed billet steel bars, unfinished.

B. Reinforcing Steel Plain Bar and Rod Mats: ASTM A704, ASTM A615, Grade 60; steel bars or rods, unfinished.
C. Stirrup Steel: ANSI/ASTM A82, unfinished.
D. Welded Steel Wire Fabric: ASTM A815; in flat sheets.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum gage annealed type.
B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel; size and shape as required.

2.3 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice ACI SP-66.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
B. Do not displace or damage vapor barrier.
C. Accommodate placement of formed openings.
D. Conform to applicable code for concrete cover over reinforcement.

END OF SECTION

03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cast-In-Place Concrete floors, shear walls, foundation walls and supported slabs.
B. Floors and slabs on grade.
C. Control, expansion and contraction joint devices associated with concrete work, including joint sealants.
D. Equipment pads, light pole base, flagpole base, thrust blocks and manholes.

1.2 PRODUCTS FURNISHED BUT NOT INSTALLED UNDER THIS SECTION

A. Section 03100 - Concrete Formwork: Placement of joint device anchors in formwork.

1.3 RELATED SECTIONS

A. Section 03100 - Concrete Formwork: Formwork and accessories.
B. Section 03200 - Concrete Reinforcement.
C. Section 03346 - Concrete Floor Finishing.
D. Section 03370 - Concrete Curing.
E. Section 07900 - Joint Sealers.

1.4 REFERENCES

A. ACI 301 - Structural Concrete for Buildings.

B. ACI 302 - Guide for Concrete Floor and Slab Construction.

C. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.

D. ACI 305R - Hot Weather Concreting.

E. ACI 306R - Cold Weather Concreting.

F. ACI 318 - Building Code Requirements for Reinforced Concrete.

G. ANSI/ASTM D994 - Preformed Expansion Joint Filler for Concrete (Bituminous Type).

H. ANSI/ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type.

I. ANSI/ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

J. ANSI/ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

K. ASTM C33 - Concrete Aggregates.

L. ASTM C94 - Ready-Mixed Concrete.

M. ASTM C150 - Portland cement.

N. ASTM C260 - Air Entraining Admixtures for Concrete.

1.5 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Product Data: Provide data on joint devices, attachment accessories and admixtures.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301.

1.7 COORDINATION

A. Coordinate work under provisions of Section 01039.
B. Coordinate the placement of joint devices with erection of concrete formwork and placement of form accessories.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal, Type II - Moderate, Type V - Sulfate Resistant.
B. Fine and Coarse Aggregates: ASTM C33.
C. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

A. Air Entrainment: ASTM C260.

2.3 ACCESSORIES

A. Bonding Agent: Polymer resin emulsion.
B. Vapor Barrier: thick clear polyethylene film.
C. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

2.4 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler Type A: ASTM D1751; ASTM D994; Asphalt impregnated fiberboard or felt, 1/2" thick; tongue and groove profile.
B. Joint Filler Type B: ASTM D1752; Closed cell polyvinyl chloride foam, resiliency recovery of 95 percent if not compressed more than 50 percent of original thickness.
C. Joint Filler Type C; ASTM D1752; Pre-molded sponge rubber fully compressible with recovery rate of minimum 95 percent.
D. Expansion Joint Devices: ASTM B221 alloy, extruded aluminum; resilient filler strip with a Shore A hardness of 35 to permit plus or minus 25 percent joint movement with full recovery; extruded aluminum cover plate, of longest manufactured length at each location, flush Mounted, color as selected.
E. Sealant: ASTM D1190; polymer based asphalt or coal tar and rubber compound.

2.5 CONCRETE MIX

A. All concrete shall be Type 1 cement with a compressive strength of 4,000 p.s.i. at 28 days.
B. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.

C. Use accelerating admixtures in cold weather only when approved by Architect/Engineer. Use of admixtures will not relax cold weather placement requirements.
D. Use calcium chloride only when approved by Architect/Engineer.
E. Use set retarding admixtures during hot weather only when approved by Architect/Engineer.
F. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions under provisions of Section 01039.
B. Verify requirements for concrete cover over reinforcement.
C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely and will not cause hardship in placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
B. In locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 304 & ACI 301.
B. Notify Architect/Engineer minimum 24 hours prior to commencement of operations.
C. Ensure reinforcement, inserts, embedded parts are not disturbed during concrete placement.
D. Install water-stops in accordance with manufacturer's instructions.
E. Do not interrupt successive placement; do not permit cold joints to occur.
F. Screed floors on grade level, maintaining surface flatness of maximum as indicated on plans.

3.4 CONCRETE FINISHING

A. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
B. Finish concrete floor surfaces to requirements of Section 03346.

3.5 CURING AND PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
C. Cure concrete floor surfaces to requirements of Section 03370.
D. Cure floor surfaces in accordance with ACI 308.

3.6 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed in accordance with ACI 301 and under provisions of Section 01400.
B. Provide free access to Work and cooperate with appointed firm.
C. Submit proposed mix design to architect for review prior to commencement of Work.
D. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
E. Three concrete test cylinders will be taken for every 75 or less cu yards of concrete placed.
F. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.

G. One slump test will be taken for each set of test cylinders taken.

3.7 PATCHING

A. Allow Architect/Engineer to inspect concrete surfaces immediately upon removal of forms.
B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect/Engineer upon discovery.
C. Patch imperfections as directed.

3.8 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
B. Repair or replacement of defective concrete will be determined by the Architect/Engineer.
C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect/Engineer for each individual area.

END OF SECTION

03346

CONCRETE FLOOR FINISHING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Finishing slabs-on-grade.
B. Surface treatment with concrete hardener and sealer.

1.2 RELATED SECTIONS

A. Section 03300 - Cast-in-Place Concrete: Prepared concrete floors ready to receive finish; control and formed expansion and contraction joints and joint devices.
B. Section 03370 - Concrete Curing.

1.3 REFERENCES

A. ACI 301 - Structural Concrete for Buildings.
B. ACI 302 - Guide for Concrete Floor and Slab Construction.
C. ASTM E1155 - Determining Floor Flatness and Levelness Using the F-Number System.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.
B. Product Data: Provide data on concrete hardener, sealer and slip resistant treatment, compatibilities and limitations.

1.5 MAINTENANCE DATA

A. Submit under provisions of Section 01700.
B. Maintenance Data: Provide data on maintenance renewal of applied coatings.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 302.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of Section 01039.
B. Deliver materials in manufacturer's packaging including application instructions.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Temporary Lighting: Minimum 200 W light source, placed above the floor surface, for each 100 square feet of floor being finished.
B. Do not finish floors until the interior heating system is operational.
C. Ventilation: Sufficient to prevent injurious gases from temporary heat or other sources affecting concrete.

1.9 COORDINATION

A. Coordinate work under provisions of Section 01039.
B. Coordinate the work with concrete floor placement and concrete floor curing.

PART 2 PRODUCTS

2.1 CURING/SEALING COMPOUNDS

A. Curing/sealing compound equal to Ashford Formula as distributed by:
Curecrete Chemical Company, Inc.
1201 W. Spring Creek Place
Springville, UT 84663
(801) 489-5663

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions under provisions of Section 01039.
B. Verify that floor surfaces are acceptable to receive the work of this section.

3.2 FLOOR FINISHING

A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.
B. Steel trowel surfaces that will receive carpeting, resilient flooring and seamless flooring.
C. Steel trowel surfaces that areas scheduled to be exposed.
D. In areas with floor drains, maintain design floor elevation at walls; slope surfaces uniformly to drains at nominal.

3.3 FLOOR SURFACE TREATMENT

A. Apply sealer in accordance with manufacturer's instructions on floor surfaces.

3.4 TOLERANCES

A. Maximum Variation of Surface Flatness For Exposed Concrete Floors: 1/4 inch.
B. Maximum Variation of Surface Flatness Under Seamless Resilient Flooring: 1/8 in.
C. Maximum Variation of Surface Flatness Under Carpeting: 1/8 in.

END OF SECTION

03370

CONCRETE CURING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Initial and final curing of horizontal and vertical concrete surfaces.

1.2 RELATED SECTIONS

A. Section 03300 - Cast-In-Place Concrete.
B. Section 03346 - Concrete Floor Finishing.

1.3 REFERENCES

A. ACI 301 - Structural Concrete for Buildings.
B. ACI 302 - Recommended Practice for Concrete Floor and Slab Construction.
C. ACI 308 - Standard Practice for Curing Concrete.
D. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
E. ASTM D2103 - Polyethylene Film and Sheeting.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 302.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products under provisions of Section 01600.
B. Deliver curing materials in manufacturer's packaging including application instructions.

PART 2 PRODUCTS

2.1 MATERIALS

A. Curing/sealing compound equal to Ashford Formula as distributed by:
Curecrete Chemical Company, Inc.
1201 W. Spring Creek Place
Springville, UT 84663
(801)489-5663

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify substrate conditions under provisions of Section 01039.
B. Verify that substrate surfaces are ready to be cured.

3.2 EXECUTION - HORIZONTAL SURFACES

A. Cure floor surfaces in accordance with ACI 308.

3.3 EXECUTION - VERTICAL SURFACES

A. Cure surfaces in accordance with ACI 308.

3.4 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01500.
B. Do not permit traffic over unprotected floor surface.

END OF SECTION

STANDARD SOLICITATION PROVISIONS

a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.

b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

GENERAL TERMS AND CONDITIONS

Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

Nondiscrimination

a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq*).
b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
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 notice to proceed and/or purchase order.

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. 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.
b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

Executive Order:

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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

Cancellation of Contract

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC 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.

Bankruptcy or Insolvency

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

Warranty

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 the MHTC, (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.

Status of Independent Contractor

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.

Non-Waiver

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

Indemnification

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

MHTC 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 upon request if applicable.

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:

1) 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;
2) 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;
3) 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.

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 MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and 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.

Prohibition Of Employment Of Unauthorized Aliens:

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., 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:

   1) 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. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
   2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

Construction Safety Program

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.

Prevailing Wage

a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works. If the bid/quote 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 Missouri Counties of Andrew, Atchison, Buchanan, Caldwell, Carroll, Chariton, Clinton, Daviess, Dekalb, Gentry, Grundy, Harrison, Holt, Linn, Livingston, Mercer, Nodaway, Putnam, Sullivan, and Worth. The Annual Wage Order #18 is attached to the bid documents.

b. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
d. The Contractor shall forfeit a penalty to the contracting public body of $100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

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.

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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
b. If MoDOT 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. MoDOT 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.

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 $100 per day,** 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.

Proof of Competency of Bidder

A bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

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/Offeror 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.

Submittals

Review of Submittals. The Architect/Engineer/Designer review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. The General Services Facilities Manager is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. The General Services Facilities Manager's review does not relieve the contractor of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in AIA Section 01300, Submittals.

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

Section 008

BENTON 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, 2011**

Last Date Objections May Be Filed: **April 11, 2011**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			$23.72	56	28	$10.50
Boilermaker			$32.31	57	7	$23.95
Bricklayers - Stone Mason			$28.20	59	7	$14.33
Carpenter			$23.59	60	15	$11.85
Cement Mason			$25.08	9	3	$9.65
Electrician (Inside Wireman)			$33.83	13	72	$15.25 + 10%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	$40.860	26	54	$23.255
Operating Engineer						
Group I			$34.66	85	4	$13.00
Group II			$33.85	85	4	$13.00
Group III			$28.30	85	4	$13.00
Group III-A			$32.51	85	4	$13.00
Group IV						
Group V			$29.90	85	4	$13.00
Pipe Fitter			$39.08	2	33	$19.07
Glazier			$19.38	88	32	$15.67
Laborer (Building):						
General			$19.53	111	4	$9.25
First Semi-Skilled			$21.03	111	4	$9.25
Second Semi-Skilled			$21.03	111	4	$9.25
Lather			$23.59	60	15	$11.85
Linoleum Layer & Cutter			$23.59	60	15	$11.85
Marble Mason			$20.62	124	74	$12.68
Millwright			$24.59	60	15	$11.85
Iron Worker			$25.00	50	4	$22.90
Painter			$20.40	18	7	$10.57
Plasterer			$24.29	94	5	$12.12
Plumber			$33.86	45	33	$20.41
Pile Driver			$24.59	60	15	$11.85
Roofer			$21.11	10	2	$7.52
Sheet Metal Worker			$35.63	17	22	$16.40
Sprinkler Fitter			$30.84	33	19	$16.95
Terrazzo Worker			$27.48	124	74	$14.32
Tile Setter			$20.62	124	74	$12.68
Truck Driver - Teamster						
Group I			$26.27	31	35	$9.85
Group II			$26.43	31	35	$9.85
Group III			$26.42	31	35	$9.85
Goup IV			$26.54	31	35	$9.85
Traffic Control Service Driver						
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.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the ocupational title performing operation to which welding is incidental.

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

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

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

BENTON 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. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 10: 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, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) 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 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. When this Saturday Make Up Day does occur, the Employee may 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) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

BENTON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. 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. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

BENTON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Work performed on recognized holidays or days observed as such, shall receive time and one-half (1½).

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. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents ($0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents ($0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

BENTON 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. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means 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 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 wage rate plus fringe benefits Monday through Friday. SATURDAY MAKE-UP DAY: 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. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. 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 wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

BENTON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 8:00 a.m. to 4:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 8:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 111: Means eight (8) hours shall constitute a day's work, Monday to Friday inclusive. All overtime shall be at the rate of time and one-half (1½) except Sundays, and recognized holidays, which shall be paid for at the rate of double (2) time if worked. The work day is to begin between 6:00 a. m. and 9:00 a.m. at the option of the employer. 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. The regular work week shall start on Monday and end on Friday, except where the employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day and forty (40) hours in a week shall be one and one-half (1½) times the regular hourly rate. Work prior to 6:00 a.m. will be paid at the overtime rate. The regular work day shall be either eight (8) or ten (10) hours. Employers working a four (4) ten (10) hour day week schedule will be allowed a Friday or Saturday make-up day provided workmen were prevented from working during the normal work week due to inclement weather or other conditions beyond the control of the employer. Make-up days shall not be utilized for days lost to holidays. If a job can't work forty (40) hours Monday through Thursday 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). If an employer has started the work week on a five-day, eight-hour schedule, and due to inclement weather misses any time, then he may switch to a nine (9) or (10) hour a day schedule, at straight time, for the remainder of that work week in order to make up the lost time. Employer may not use both the Saturday make-up day and 10-hour make-up day in the same week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

BENTON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

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. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be 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 (2) time rate of pay.

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 this 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. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

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. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, 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 Sunday, the following Monday shall be observed as the holiday.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

BENTON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 35: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work.

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. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

Heavy Construction Rates for
BENTON County

Section 008

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen		$27.57	7	16	$11.85
Millwright		$27.57	7	16	$11.85
Pile Driver Worker		$27.57	7	16	$11.85
OPERATING ENGINEER					
Group I		$29.45	5	15	$13.00
Group II		$29.05	5	15	$13.00
Group III		$29.05	5	15	$13.00
Group IV		$27.05	5	15	$13.00
Oiler-Driver		$27.05	5	15	$13.00
LABORER					
General Laborer		$21.89	4	18	$9.89
Skilled Laborer		$22.44	4	18	$9.89
TRUCK DRIVER - TEAMSTER					
Group I		$26.27	12	3	$9.85
Group II		$26.43	12	3	$9.85
Group III		$26.42	12	3	$9.85
Group IV		$26.54	12	3	$9.85

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.

BENTON 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. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later then 12:00 noon. 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 to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more that forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days 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). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

BENTON COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 3: 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 to 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 time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, 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. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

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. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. 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 a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Bates, Benton, Carroll, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Pettis, Platte, Ray and Saline

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	$38.40	$5.00 + 34.5%
Lineman Operator	$35.82	$5.00 + 34.5%
Groundman	$25.44	$5.00 + 34.5%

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	$36.53	$5.00 + 34.5%
Lineman Operator	$33.76	$5.00 + 34.5%
Groundman	$23.54	$5.00 + 34.5%

OVERTIME RATE: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

HOLIDAY RATE: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.