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:	4/11/11	QUOTE DUE BY:	MONDAY, APRIL 18, 2011 @ 1:00, LOCAL TIME.	F.O.B. REQUIREMENTS:	DESTINATION
TIME REQUIRED FOR DELIVERY:	30 DAYS ARO	QUOTATION NO:	Q10-11372-TB	BUYER NAME /TELEPHONE NUMBER:	TAMMY BAKER 573-472-5369
TO BE DELIVERED NO LATER THAN	COMPLETION: JUNE 1, 2011				
District Mailing Address/Facsimile #:	2675 N. Main Sikeston, MO 63801 FAX: 573-472-5890		Delivery Locations:	MoDOT Qulin Maintenance Facility Hwy 53 Qulin, MO 63961	

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
1	Project	1.0 Shingled Roof - Contractor to remove & properly dispose of all items down to the wood surface including but not limited to shingles, feltpaper, drip edge, nails, and damaged vent boots. There are at least 2 layers of shingles on this roof. Contractor will then install tarpaper, drip edge, new roof boots, flashing and shingles at the Qulin Maintenance Facility. All new drip edge, 30 lb. felt paper and ridge vent. This building is 90' x 38'. Bidder is responsible for visiting the site to get true measurements. The old chimney will NOT be removed. The replacement roof should be a 30-Year Architectural Shingle in a Rustic Cedar color.			
		2.0 Price LABOR separately			
	SF	3.0 If Needed - Price Separately: Decking replacement by square feet.			
		Contractor is responsible for the removal of all debris, leaving the job site in a neat and orderly fashion, and controlling public access in and around the work areas.			
		Specifications for Asphalt Shingles attached.			
		Asbestos report attached.			
		Please call Paul Huskey at 573-472-5216 to make arrangements for pre-bid site visit.			

		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.			
		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:	

Is your company registered/certified with the State of Missouri as a (please circle):				
Is your firm MBE Certified?	Yes	☐	No	☐
Is your firm WBE Certified?	Yes	☐	No	☐
Would your company like information on becoming a registered/certified MBE/WBE vendor?	Yes	☐	No	☐

List all agencies your firm is currently certified with?	

Exhibit A

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

_____

_____

_____

_____

_____

_____

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

Exhibit B

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information	Business Information
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or
title business name
empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

_____
Affiant Signature

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

_____
Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

ASPHALT SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Granular surfaced asphalt shingle roofing.
B. Ice dam protection, moisture shedding underlayment, eave, valley and ridge protection.
C. Associated metal flashings and accessories.

1.2 RELATED SECTIONS

A. Section 06112 - Framing and Sheathing: Roof sheathing and framed openings.
B. Section 07212: Nailable rigid insulation.
C. Section 07631 - Gutters and Downspouts.

1.3 REFERENCES

A. ASTM A361/A361M - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.
B. ASTM B209/B209M - Aluminum and Aluminum-Alloy Sheet and Plate.
C. ASTM D225 - Asphalt Shingles Surfaced with Mineral Granules.
D. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
E. ASTM D249 - Asphalt Roll Roofing (Organic Felt) Surfaced with Mineral Granules.
F. ASTM D2178 - Asphalt Glass (Felt) Used in Roofing and Waterproofing.
G. ASTM D2822 - Asphalt Roof Cement.
H. ASTM D3018 - Class A, Asphalt Shingles Surfaced with Mineral Granules.
I. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.

1.4 SUBMITTALS FOR REVIEW

A. Section 01300 - Submittals: Procedures for submittals.
B. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern, for color selection.

1.5 SUBMITTALS FOR INFORMATION

A. Section 01300 - Submittals: Procedures for submittals.
B. Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable code for UL 55B Class C rating, UL 580 wind uplift for shingle types specified.

1.7 MOCK-UP

A. Section 01400 - Quality Control: Requirements for mock-up.
B. Provide mockup of 4 sq ft.
C. Locate at job site.
D. Mockup may not remain as part of the Work.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Section 01600 - Material and Equipment: Environmental conditions affecting products on site.
B. Do not install eave edge protection and shingles when surface or wind chill temperatures are below 45 degrees F.

1.9 EXTRA MATERIALS

A. Section 01700 - Contract Closeout.
B. Provide 50 sq ft of extra shingles of each color selected, **"Rustic Cedar"**.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

A. Asphalt Shingles: ASTM D225, Type I uniform or non-uniform thickness UL Rating of C, Wind Resistance Label, organic felt base, mineral granule surfaced; 95 lb/100 sq ft wt.; standard interlocking type; square tab; color selected.
B. Eave (Ice Dam) Protection: ASTM D226, No. 15, unperforated asphalt saturated felts.
C. Underlayment: ASTM D226, No. 15 unperforated asphalt saturated felts as recommended for use in waterproofing and in construction of built-up roofs.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

A. 3-Dimensional Laminated Strip Shingles: Mineral-surfaced, self-sealing, laminated multi-ply overlay construction, fiberglass based strip shingles, minimum 30-year limited warranty complying with ASTM 3462, ASTM D-3018 type 1, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label, weighing not less than 270 lbs. Per square. Color shall be as approved by Owner from standard colors, **"Rustic Cedar"**.
   1. Hip and Ridge Shingles: Manufacturer's standard factory pre-cut units to match shingles or job fabricated units cut from actual shingles used.
   2. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

"Timberline"	GAF
"Independence Shangle"	Certainteed
"Prestique I"	Elk
"Summit"	Gerogia-Pacific

   Approved equal.

B. Eave (Ice Dam) Protection: Equal to Tamko Moisture Guard Plus.
C. Building Felt Underlayment: Asphalt felt, plain, 15 lb. Weight, 36 inch wide complying with ASTM D 250 for asphalt shingle applications.
   1. Apply roofing felts in strict accordance with manufacturer's instructions.
D. Fasteners for Asphalt Roofing: Aluminum or hot-dipped galvanized 11 or 12 gauge sharp pointed roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate through plywood sheathing.
E. Metal Drip Edge: Minimum 0.024 inch baked enamel finish aluminum sheet, brake-formed to provide 3 inch roof deck flange, and 1-1/2" fascia flange with 3/8" drip at lower edge, Furnish in 8' or 10' lengths.
F. Continuous Ridge Vents: Provide high-density polyethelene, continuous, shingle over ridge vent with weather filter of manufacturer's standard design. Provide product equal to "Shinglevent" as manufactured by Air Vent Inc.

2.2 ACCESSORIES

A. Nails: Standard round wire shingle type hot dipped zinc coated steel type, of sufficient length to penetrate through roof sheathing.
B. Plastic Cement: ASTM D2822, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F and 50 percent RH. Cement: Fabricated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.

2.3 FLASHING MATERIALS

A. Sheet Flashings: ASTM A361/A361M; 24 gauge thick steel with minimum 1.25-oz/sq ft galvanized coating.
B. Bituminous Paint: Acid and alkali resistant type; black color.
C. Nails: Standard round wire roofing type, hot dipped zinc coated steel of sufficient length to penetrate through roof sheathing.

2.4 FLASHING FABRICATION

A. Form flashings to protect roofing materials from physical damage and shed water.
B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
C. Hem exposed edges of flashings minimum 1/4 inch on underside.
D. Apply bituminous paint on concealed surfaces of flashings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01039 - Coordination and Meetings: Verification of existing conditions prior to beginning work.
B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
C. Verify roof openings are correctly framed.
D. Verify deck surfaces are dry, free of ridges, warps or voids.

3.2 PREPARATION

A. Fill knotholes and surface cracks with latex filler at areas of bonded eave protection. Cover knotholes with sheet metal.
B. Broom clean deck surfaces under eave protection and underlayment.

3.3 INSTALLATION - EAVE (ICE DAM) PROTECTION

A. Place eave edge and gable edge metal flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 8 inches o.c.
B. Apply self-adhering modified-bitumen underlayment eave protection in accordance with manufacturer's instructions.
C. Apply lap cement at rate of approximately 1 1/4-gal/100 sq ft over underlayment starter strip.
D. Starting from lower edge of starter strip, lay additional 36 inch wide strips of underlayment in lap cement, to produce a two ply membrane. Weather lap plies minimum 19 inches and nail in place. Lap ends minimum 6 inches. Stagger end joints of each consecutive ply.
E. Extend eave protection membrane minimum 4 ft up-slope beyond interior face of exterior wall.

3.4 INSTALLATION - PROTECTIVE UNDERLAYMENT

A. Place one ply of underlayment over area not protected by eave protection; with ends and edges weather lapped minimum 4 inches. Stagger end laps of each consecutive layer. Nail in place.
B. Install protective underlayment perpendicular to slope of roof and weather lap minimum 4 inches over eave protection.
C. Weather lap and seal watertight with plastic cement items projecting through or mounted on roof.

3.5 INSTALLATION - VALLEY PROTECTION

A. Place rubberized asphalt/polyethylene sheet as valley protection in accordance with manufacturer's instructions.
B. Apply a 4-inch wide band of lap cement along each edge of first ply and embed ply of roll roofing minimum 36 inches wide, centered. Place with mineral surface side up. Press into cement to encourage bond and nail in place minimum 18 inches o.c., 1 inch from edges.

3.6 INSTALLATION - METAL FLASHING AND ACCESSORIES

A. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
B. Secure in place with nails at 8 inches o.c. Conceal fastenings.
C. Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.

3.7 INSTALLATION - ASPHALT SHINGLES

A. Install shingles in accordance with manufacturer's instructions.
B. Place shingles in straight coursing pattern with 5-inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
C. Project first course of shingles 3/4 inch beyond fascia boards.
D. Extend shingles 1/2 inch beyond face of gable edge fascia boards.
E. Extend shingles on one slope across valley and fasten. Trim shingles from other slope 2 inches from valley centerline to achieve closed cut valley, concealing the valley protection.
F. Cap hips and ridges with individual shingles, maintaining 5-inch weather exposure. Place to avoid exposed nails.
G. After installation, place one daub of plastic cement, one-inch diameter under each individual shingle tab exposed to weather, to prevent lifting.
H. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counter flashings.
I. Complete installation to provide weather tight service.

3.8 FIELD QUALITY CONTROL

A. Section 01400 - Quality Control: Field inspection.

3.9 PROTECTION OF FINISHED WORK

A. Section 01700 - Contract Closeout: Protecting installed work.
B. Do not permit traffic over finished roof surface.

END OF SECTION

MEMORANDUM

Missouri Department of Transportation
Construction and Materials
Central Laboratory

TO: Paul W. Huskey-10gs

COPY: ProjectWise

FROM: Steve Bates
Environmental Chemist

DATE: September 27, 2010

SUBJECT: Materials
Asbestos & Heavy Metal Paint Inspection

Route 72	Route 53	Route 60
Job No. N/A	Job No. N/A	Job No. N/A
Parcel N/A (Patton MT Bldg.)	Parcel N/A (Quiln MT Bldg.)	Parcel N/A (Dexter MT Bldg.)
Bollinger County	Butler County	Stoddard County

We are providing you with the results of the requested inspection on the above referenced property. The inspection report contains an asbestos and a heavy metals survey, unless otherwise requested. The asbestos inspection included sample collection of suspect asbestos-containing material and National Voluntary Laboratory Accreditation Program (NVLAP) accredited testing to confirm the presence of asbestos. This asbestos and heavy metal paint report includes four different report forms. Form T746 lists all of the samples taken during the asbestos inspection. Form T747 shows only those samples that tested positive for Category I nonfriable asbestos-containing materials that may remain in the structure during demolition, if kept adequately wet to avoid visible air emissions. Form T748 shows only those samples that tested positive for asbestos and require removal prior to demolition. Form C760 lists all paint samples taken during the heavy metal paint inspection and their metal content.

In accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP), as well as city and county asbestos abatement regulations - Registration, Notification, and Performance Requirements, regulated asbestos-containing material (RACM) namely, Friable and Category II nonfriable, have a high probability of becoming friable under normal demolition forces. Practices and procedures for removal prior to demolition, disposal, and clearances should be in accordance with referenced regulations. Missouri Department of Transportation policy is to perform asbestos abatements in accordance with NESHAP.

In accordance with Missouri Department of Natural Resources' Technical Bulletin "Managing Construction and Demolition Waste" dated January 31, 2003, a heavy metal paint inspection has been performed on the above referenced property. We are providing you with the results of this inspection. The inspection includes locating painted concrete, block and/or brick surfaces, sampling the painted surface(s) and testing the paint(s) to determine if hazardous heavy metals are present. Non-hazardous painted concrete, blocks, or bricks may be used as clean fill

materials, if properly handled. You must contact the Central Office Design Division for proper handling of the reported painted surfaces.

Although our survey included observing and sampling behind walls, above ceilings, beneath floors, etc., it is possible that potentially hidden asbestos-containing materials may exist within the structure. To our knowledge, we have located all suspect asbestos-containing and all painted concrete, block and brick surfaces. If suspect asbestos-containing materials or if painted concrete, block and/or brick surfaces are observed in addition to those reflected in this inspection report, then please advise us immediately so that we may schedule a follow-up inspection.

Should you have any questions regarding these reports, please contact me at (573) 526-4359.

db
J:\barred\asbestos\District10\Misc\sb1009271 patton qulin dexter mt.doc
Attachments

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All Suspect ACM

OUTE:	53	SURVEYED BY:	Steve Bates
ODOT JOB NO.:	N/A	CERTIFICATION #:	7028011210MOIR11238
STRICT:	10	SITE ADDRESS:	Rt. 53, 0.2 Mile North of Rt. N
OUNTY:	Butler	TYPE(S) OF STRUCTURE(S):	Maintenance Building
ATE OF SURVEY:	September 21, 2010		
ARCEL NO.:	N/A, Qulin MT Bldg.		

Sample ID	Type of Materials	Location of Material	Friability Category	Field Measure
0MSBB 693	Asphalt Joint Compound (PACM)	Roof, Around Vents	I NF	5 Sq. Ft.
0MSBB 694	Asphalt Roofing Material	Roof	N-ACM	
0MSBB 695	Asphalt Felt Material	Roof	N-ACM	

ACM = Non-Asbestos Containing Material I NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable
AFD = No Asbestos Fiber Detected * = Tested By Point Count Procedure

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
Nonfriable Asbestos-Containing Materials
(Abatement not required if not made friable during demolition.)

)UTE:	53	**TESTED BY:**	Steve Bates
ODOT JOB NO.:	N/A	**CERTIFICATION #:**	7028011210MOIR11238
STRICT:	10	**SITE ADDRESS:**	Rt. 53, 0.2 Mile North of Rt. N
)UNTY:	Butler	**TYPE(S) OF STRUCTURE(S):**	Maintenance Building
ATE OF TESTS:	September 27, 2010		
ARCEL NO.:	N/A, Qulin MT Bldg.		

Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
)MSBB 693	Asphalt Joint Compound (PACM)	Roof, Around Vents	I NF	5 Sq. Ft.	Chrysotile	25-30

l necessary work to handle this material is the contractor's responsibility.

IF = Category I Nonfriable

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Asbestos Survey Report
All materials requiring removal or special handling.

OUTE:	53	TESTED BY:	Steve Bates
ODOT JOB NO.:	N/A	CERTIFICATION #:	7028011210MOIR11238
ISTRICT:	10	SITE ADDRESS:	Rt. 53, 0.2 Mile North of Rt. N
OUNTY:	Butler	TYPE(S) OF STRUCTURE(S):	Maintenance Building
ATE OF TESTS:	September 27, 2010		
ARCEL NO.:	N/A, Qulin MT Bldg.		

Bid Item No.	Sample ID	Type of Material	Location of Material	Friability Category	Field Measure	Asbestos Type	Percent
			None Located	F			
			None Located	II NF			

NF = Category I Nonfriable II NF = Category II Nonfriable F = Friable * = Tested By Point Count Procedure

MISSOURI DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MATERIALS
Metals Survey Report of Painted Concrete, Block, Brick Surfaces

)UTE:	53	TESTED BY:	N/A
ODOT JOB NO.:	N/A	DATE OF TESTS:	N/A
STRICT:	10	PARCEL NO.:	N/A, Quin MT Bldg.
)UNTY:	Butler	SITE ADDRESS:	Rt. 53, 0.2 Mile North of Rt. N
RVEYED BY:	Steve Bates	TYPE(S) OF STRUCTURE(S):	Maintenance Building
ATE OF SURVEY:	September 21, 2010		

Sample ID	Color/Location of Material/Substrate	Metals (ppm)							
		As	Cr	Pb	Cd	Se	Ba	Hg	Ag
	No samples taken. No painted surfaces located.								

ll results are by XRF unless otherwise indicated: a = USEPA SW-846 Method 3050
b = USEPA SW-846 Method 7471

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.

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

c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.

d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.

e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.

f. **For bids/proposals of $25,000** or more, no bids/proposals by telephone, telegram or telefax will be accepted.

g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. 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.

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

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.

c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.

1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

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

b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/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.

Applicable Laws and Regulations

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.

b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.

2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars ($25,000.00) or more.**

c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.

d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.

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

Bankruptcy or Insolvency

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

Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Insurance

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

a. General Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $3,000,000 for all claims arising out of a single occurrence;

b. Automobile Liability: Not less than $500,000 for any one person in a single accident or occurrence, and not less than $3,000,000 for all claims arising out of a single occurrence;

c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

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

Prevailing Wage

a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Butler. The Annual Wage Order #17 may be inspected at any District Office or at the Central Office in Jefferson City, MO.

b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

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

Notice to Proceed

a. Within **30 days** after the execution of the contract, a **"Notice to Proceed"** will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Temporary Suspension of Work

a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give

the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

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

b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

Environmental Issues

Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.

Prohibition Of Employment Of Unauthorized Aliens:

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

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

Construction Safety Program

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

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

Section 012

BUTLER COUNTY

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

Original Signed by
Carla Buschjost, Director
Division of Labor Standards

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

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

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			$22.04	51	30	$11.19
Boilermaker			$32.30	57	7	$20.01
Bricklayers - Stone Mason	6/10		$26.72	75	40	$8.17
Carpenter	5/10		$21.88	62	43	$12.19
Cement Mason	5/10		$20.40	81	7	$15.00
Electrician (Inside Wireman)			$33.60	82	71	$7.96 + 42.5%
Communication Technician			$18.80	FED		$8.32
Elevator Constructor		a	$40.945	26	54	$21.505
Operating Engineer						
Group I	5/10		$26.52	86	66	$19.19
Group II	5/10		$26.52	86	66	$19.19
Group III	5/10		$25.27	86	66	$19.19
Group III-A	5/10		$26.52	86	66	$19.19
Group IV	5/10		$24.29	86	66	$19.19
Group V	5/10		$27.22	86	66	$19.19
Pipe Fitter		b	$34.00	91	69	$21.43
Glazier	9/10		$21.33	89	50	$10.24
Laborer (Building):						
General			$19.56	49	7	$8.89
First Semi-Skilled			$20.88	49	7	$8.89
Second Semi-Skilled			$19.88	49	7	$8.89
Lather	5/10		$21.88	62	43	$12.19
Linoleum Layer & Cutter	5/10		$21.88	62	43	$12.19
Marble Mason	6/10		$26.72	75	40	$8.17
Millwright	5/10		$21.88	62	43	$12.19
Iron Worker			$24.50	50	4	$21.50
Painter			$19.23	106	62	$10.00
Plasterer	5/10		$21.15	121	20	$9.30
Plumber		b	$34.00	91	69	$21.43
Pile Driver	5/10		$21.88	62	43	$12.19
Roofer	6/10		$20.25	15	73	$9.52
Sheet Metal Worker	8/10		$35.34	32	25	$20.66
Sprinkler Fitter	4/10		$30.84	33	19	$16.95
Terrazzo Worker	6/10		$26.72	75	40	$8.17
Tile Setter	6/10		$26.72	75	40	$8.17
Truck Driver - Teamster						
Group I		c	$25.49	103	77	$9.40
Group II		c	$25.65	103	77	$9.40
Group III		c	$25.64	103	77	$9.40
Group IV		c	$25.76	103	77	$9.40
Traffic Control Service Driver			$25.685	22	55	$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

Building Construction Rates for
BUTLER County Footnotes

Section 012

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

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

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

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

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
b - All work over $7 Million Total Mechanical Contract - $34.00, Fringes - $21.43
All work under $7 Million Total Mechanical Contract - $32.66, Fringes - $16.04
c - Group I:
Projects over $3 3/4 Million - $25.49
Projects under $3 3/4 Million - $21.99
Group II:
Projects over $3 3/4 Million - $25.65
Projects under $3 3/4 Million - $22.15
Group III:
Projects over $3 3/4 Million - $25.64
Projects under $3 3/4 Million - $22.14
Group IV:
Projects over $3 3/4 Million - $25.76
Projects under $3 3/4 Million - $22.26

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

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

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

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

BUTLER COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

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

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

NO. 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.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 51: Means a regular work day shall be eight (8) hours worked between 7:00 a.m. and 4:30 p.m. The Contractor shall have the OPTION of working 4-10 hour days at straight time, with Friday being a make-up day at straight time if the job does not work during any work day in the regular work week due to inclement weather up to a maximum of ten (10) hours on Friday, or a maximum of forty (40) hours per pay period, with all hours worked over forty (40) per pay period being paid at the applicable overtime rate as specified. All work performed in excess of the "Regular Work Day", Saturdays, Sundays, and all observed holidays shall be known as overtime and paid as follows: All overtime Monday through Sunday shall be at one and one-half (1 ½) times and all work on recognized Holidays (Labor Day being an exception) shall be at double (2) time. No work shall be performed on Labor Day except in special cases of emergency, and only when triple (3) time is paid.

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. 62: Means eight (8) hours shall constitute a working day between 7:00 a.m. to 3:30 p.m. or from 8:00 a.m. to 4:30 p.m. exclusive of a one-half (½) hour lunch break. Monday through Friday shall constitute the regular work week. Starting and quitting time may be moved up or set back where conditions warrant; however, a notification for each project must be made prior to working 4-10's. All time over the regular work day as defined and all hours worked on Saturday shall be paid at the rate of one & one-half (1½) the regular rate of wages. If a job can't work forty (40) hours Monday through Friday because of inclement weather, Friday (if working 4-10's) or Saturday (if working 5-8's), may be worked as a make-up day at straight time. In the event that Friday (if working 4-10's) or Saturday (if working 5-8's) is utilized as a workday, any employee that has been absent from work during the week shall be paid the straight time rate until such time that the employee has earned forty (40) hours of straight time pay. If any employee is required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

NO. 81: Means a workday of eight (8) hours, beginning at 8:00 a.m., Monday through Friday shall constitute a forty (40) hour work week. All time over the eight (8) hour day as above defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1½) the regular rate of wages. If workmen are required to work the recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

NO. 89: Means the normal workweek shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m. and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before designated starting time and after quitting time shall be paid for at the rate of time and one-half (1½) . An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays, Sundays and Holidays shall be paid for at the rate of double (2) time. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed **on Saturdays,** before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK**: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus $2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus $2.50 per hour premium for seven (7) hour work.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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

NO. 106: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays, Sundays and Holidays shall be paid for in the rate of double (2) time the prevailing scale.

NO. 121: Means the regular work day shall be either eight (8) or ten (10) hours. 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 eight (8) hours per day (if working five eight hour days) and ten (10) hours per day (if working four ten hours days) and over forty (40) hours per week shall be paid at time and one-half (1½) the regular rate of pay. If a job cannot 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 four ten hour days). Saturday may be worked as a make-up day at straight time (if working five eight hour days). Make-up days shall not be utilized for days lost because of Holidays. All work performed on Sundays and Holidays shall be paid for at two (2) times the regular straight time rate of pay.

BUTLER COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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. 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. 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. 20: The following days or assigned days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (to be observed November 11), 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 these eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive the double regular rate of pay for such work.

NO. 30: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except in special cases of emergency and only when triple (3) time is paid. When a holiday falls on Saturday, the preceding day of Friday will be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

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

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

BUTLER COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 43: All of the following days or assigned days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11th), 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 these eight (8) hours is to be paid the employee unless worked. If the employee is 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. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 50: All work performed on Saturdays, Sundays and recognized holidays shall be considered overtime and work performed on these days shall be paid at double (2) the prevailing scale. The holidays of understanding are: New Years' Day, Decoration Day, Independence Day, Veterans Day, Labor Day, Thanksgiving Day and Christmas Day. Should any of these holidays fall on Saturday, the Friday before shall be observed as the holiday. Should any of these days fall on Sunday, then the following Monday shall be observed as the holiday. Under no circumstance shall employees be permitted to work on Labor Day (the first Monday in September).

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

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

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

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

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

BUTLER COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

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

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

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

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	6/10	$28.27	23	16	$12.32
Millwright	6/10	$28.27	23	16	$12.32
Pile Driver Worker	6/10	$28.27	23	16	$12.32
OPERATING ENGINEER					
Group I	5/10	$25.60	21	5	$19.09
Group II	5/10	$25.25	21	5	$19.09
Group III	5/10	$25.05	21	5	$19.09
Group IV	5/10	$21.40	21	5	$19.09
Oiler-Driver	5/10	$21.40	21	5	$19.09
LABORER					
General Laborer	5/10	$25.06	2	4	$9.92
Skilled Laborer	5/10	$25.66	2	4	$9.92
TRUCK DRIVER - TEAMSTER					
Group I	5/10	$25.84	22	19	$9.85
Group II	5/10	$26.00	22	19	$9.85
Group III	5/10	$25.99	22	19	$9.85
Group IV	5/10	$26.11	22	19	$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.

REPLACEMENT PAGE
BUTLER COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

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

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

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

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

REPLACEMENT PAGE
BUTLER COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

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

BUTLER COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

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

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

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

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

REPLACEMENT PAGE

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Bollinger, Butler, Cape Girardeau, Dunklin, Madison, Mississippi, New Madrid, Pemiscot, Scott, Stoddard, and Wayne

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
*Journeyman Lineman	$40.85	$5.11 + 29.75%
*Lineman Operator	$29.50	$5.11 + 29.75%
*Groundman	$23.34	$5.11 + 29.75%

OVERTIME RATE: Eight (8) hours shall constitute a regular days' work between the hours of 8:00 a.m. and 5:00 p.m. with an hours' intermission for lunch; and forty (40) hours shall constitute a regular work week from Monday through Friday. A four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on a Monday) or a Tuesday through Friday (Monday through Thursday in the event a holiday is celebrated). If the parties work the four ten hour week the following shall apply:

(a) Ten (10) consecutive hours shall constitute a day's work between the hours of 7:00 a.m. and 5:30 p.m. One-half (1/2) hour shall be set aside for an unpaid lunch period.

(b) Friday may be used as a make-up day when the scheduled work week was interrupted and time lost of seven (7) hours or more was incurred.

Time and one half (1½) will be paid for all time worked in excess of the regular working day and Saturdays; double (2) time will be paid for all work done on Sundays and legal holidays.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

*Annual Incremental Increase