

Contract Documents  
and  
Specifications  
for

**Engler Park Tennis Court Coating Project**



©IMAGE MAKER MARKETING

City of Farmington  
110 West Columbia  
Farmington, Missouri 63640



CITY OF FARMINGTON  
Department of Parks  
407 Boyce  
Farmington, Missouri 63640  
573.756.0601

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## ADVERTISEMENT FOR BIDS

Sealed bids for **Engler Park Tennis Court Coating Project**, will be received at City of Farmington, Parks Office, 407 Boyce Street, Farmington, MO 63640, telephone 573-756-0601, until 1:30 P.M. (Prevailing Local Time) on July 7, 2014, at the office of the Director of Facility Maintenance and at that time will be publicly opened and read.

The proposed work includes but is not limited to the surface preparation and the application of all coating products for (6) new tennis courts at Engler Park as specified in the related documents and plan drawings.

Digital plans and specifications may be obtained free of cost by accessing the link on our City Web Page or from Bud Norman at [bnorman@farmington-mo.gov](mailto:bnorman@farmington-mo.gov) or 573-366-7982. Hard-Copy plans and specifications may be obtained at a cost of \$35 from Bud Norman at the City of Farmington Parks Department Building, 407 Boyce Street, Farmington, MO 63640.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

All bids shall be submitted on paper using the Bid Form included with the Bid Document, in ink, and in a sealed envelope identifying the name of the Bidder, and the project number and name as follows:  
**Engler Park Tennis Court Coating Project.**

Payment will be made in cash in accordance with the provision of the terms of payment in the Contract. Proposals shall be submitted on the blank forms in the Contract Documents provided for that purpose by the first of the month. Pay Requests submitted to the City on a monthly basis for review shall be accompanied by all Lien waivers from all material suppliers; subcontractors etc., before any payment will be issued.

Bids will be received on a lump sum basis.

The bidder(s) to whom a contract is awarded will be required to furnish a performance bond and a payment bond (when the bid exceeds \$25,000.00 dollars) on the forms provided, acceptable to the City of Farmington, Missouri, each in the amount of 100 percent (100%) of the contract price, in conformity with the requirements of the General Conditions.

Wage rates paid on work for this project shall be at least equal to the prevailing wage rates as determined by the Division of Labor Standards of Missouri.

The Contractor and his subcontractors will be obligated not to discriminate in employment practices.

Contract time will be specified in the Bid Form. No Bid may be withdrawn within a period of 90 days after the date fixed for opening Bids.

The Owner reserves the right to reject any or all Bids, to waive informalities or minor defects in any bid, and to reject nonconforming, non-responsive, or conditional bids.



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## INFORMATION FOR BIDDERS

Sealed bids will be received by the City of Farmington, Director of Facility Maintenance, Bud Norman, 407 Boyce, Farmington, Missouri 63640 until 1:30 p.m. local time July 7, 2014 for the **Engler Park Tennis Court Coating Project** in Farmington, Missouri and then publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to the City of Farmington. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the type of improvements noted on the Bid sheets and the envelope should bear on the outside the name of the Bidder, his address, his license number, if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed the Director of Facility Maintenance, Bud Norman.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, with ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The City of Farmington may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual Agreement between the City of Farmington and the Bidder.

Bidders shall familiarize themselves with the contemplated Work to insure the fulfillment of the intent of the Contract Documents. Any bidder who is in doubt as to the true meaning of any part of the Contract Documents shall promptly request an interpretation from the Director of Facility Maintenance. Interpretations will be made only by Addendum, duly issued, and a copy of each addendum will be mailed or delivered to each party who has received a set of these Contract Documents. No Interpretation addendum will be issued within the last one (1) day before the bid date unless the bid date is changed accordingly to allow time for bidder's consideration. The bidder shall be solely responsible for any explanation or interpretation of the Contract Documents other than by duly issued addenda.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City of Farmington, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All applicable taxes, sales, use, compensating or other taxes, imposed by any taxing authority, on material, equipment or supplies to be incorporated in the Work, shall be included in the bid price. The

Bidder shall include all such taxes except those on materials, if any, furnished by the City of Farmington, and he shall be required to furnish taxing authorities any necessary information or reports pertaining thereto, as required. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. Missouri State Statutes 144.062 allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The tax exempt entity shall furnish a signed exemption certification to each contractor and/or subcontractor.

Tied bids will not be considered by the City of Farmington. A preference shall be given to those person 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. In addition, in order for a nondomiciliary bidder to be successful, the bid must be that same percentage lower than a domiciliary Missouri bidder's bid as would be required for a Missouri bidder to successfully bid in the nondomiciliary's state.

Preference shall be given to Missouri products.

A performance bond and a payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by the City of Farmington, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the City of Farmington may, at his option, consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the City of Farmington.

The City of Farmington, within ten (10) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City of Farmington not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the City of Farmington.

The City of Farmington may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City of Farmington all such information and data for this purpose as the City of Farmington may request. The City of Farmington reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City of Farmington that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Bidders will be required to submit a summary of their qualifications on the forms included in these contract documents.

In any section of the contract documents or plans and specifications, if any article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal" if not inserted shall be implied.

No substitution shall be made unless supporting information is submitted in writing to the Director of Facility Maintenance a minimum of one (1) weeks prior to Bid opening date. Such information shall contain sufficient data so that the City of Farmington can determine if the substitution is equal to design, strength, durability, usefulness and convenience for the purpose intended including design calculations and drawings prepared by a registered engineer. If the substitute material or equipment is found to be equal in performance to that specified and if the substitute requires modifications to the design plans, the Contractor shall be responsible for the additional design and construction costs. Director of Facility Maintenance will notify all prospective Bidders by addendum to the Specifications prior to the Bid opening date, of any approved equal materials or equipment.

The City of Farmington reserves the right to reject any or all Bids, to waive informalities or minor defects in any bid, and to reject nonconforming, non-responsive, or conditional bids.

A conditional qualified Bid will not be accepted.

Award will be made to the lowest responsive, responsible Bidder for the project.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each prospective Bidder is expected to examine all of the Contract Documents before submitting a proposal. The conditions indicated on the design plans and elsewhere in the contract documents represent information available from surveys and studies and original construction plans, but the submission of a proposal shall be considered proof that the prospective Bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work, and as to the requirements of the design plans and within the terms of the other contract documents.



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## CONTRACTOR'S QUALIFICATIONS

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Name of firm and address with zip code

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\_\_\_\_\_ Corporation ☐ Partnership ☐  
Date \_\_\_\_\_ Area Code & Telephone \_\_\_\_\_

CONSTRUCTION CAPABILITIES: General ☐ Electrical ☐ Plumbing ☐  
Mechanical ☐ Other ☐

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### **FOR CORPORATION ONLY**

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Date of Incorporation \_\_\_\_\_ Name of State(s) in which incorporated \_\_\_\_\_

\_\_\_\_\_  
If not incorporated in Missouri give  
Certificate of authority to do business in  
Missouri

\_\_\_\_\_  
Certificate Number \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
President's Name

\_\_\_\_\_  
Vice-President's Name

\_\_\_\_\_  
Secretary's Name

\_\_\_\_\_  
Treasurer's Name

**FOR PARTNERSHIP ONLY**

Is the partnership: General ☐ Limited ☐ Association ☐

Date of Organization \_\_\_\_\_

Name and address of all parties

1. \_\_\_\_\_

2. \_\_\_\_\_

**GENERAL INFORMATION**

\_\_\_\_\_  
Percent (%) of work done by

\_\_\_\_\_  
No. of permanent  
Employees

\_\_\_\_\_  
Geographical limits  
of operation

\_\_\_\_\_  
No. of years in business

\_\_\_\_\_  
If you have done business under a different  
name, please give name and location

\_\_\_\_\_  
Has firm ever failed to complete project or defaulted on a contract? If so, state  
where and why.

\_\_\_\_\_  
Has firm ever been engaged in litigation over any contract? If so, explain:

\_\_\_\_\_  
List of completed projects within past four years, including cost of each:



List of projects currently under construction, including cost of each:

**Note: List a contact person with address and telephone number for each project.**



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### **SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual                      ( ) partnership                      ( ) joint venture

( ) corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

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Address of each:

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---

---

doing business under the name of:

Address of principal place of  
business in Missouri

\_\_\_\_\_  
(if using a fictitious name, show  
this name above in addition  
to legal names)

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\_\_\_\_\_  
(if a corporation show its name above)

ATTEST:

---

(Secretary)

---

(Title)

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RSMo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.



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**ANTI-COLLUSION STATEMENT  
STATE OF MISSOURI**

**CITY OF** Farmington

\_\_\_\_\_ Being first duly sworn, deposes and says that he is

\_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

**By** \_\_\_\_\_

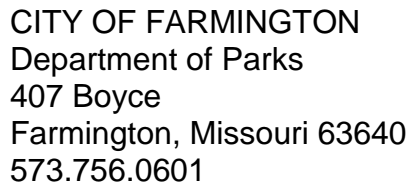
STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF ST. FRANCOIS        )

On this \_\_\_\_\_ day of 2012, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

My commission expires:



STATE OF MISSOURI )  
 )  
COUNTY OF ST. FRANCOIS )

My commission expires:

## AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date



CITY OF FARMINGTON  
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573.756.0601

## BID FORM

Project:

Location: Farmington, Missouri

Project Description: The proposed work includes the surface preparation and color coating of new concrete tennis courts at Engler Park.

### Contractor Information

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Total Construction Bid:** \$\_\_\_\_\_ in numbers  
\$\_\_\_\_\_ in words.

Contractor acknowledges receipt of Addenda No(s) \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



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## BIDDER'S ACKNOWLEDGMENT

\_\_\_\_\_  
(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

before me appeared \_\_\_\_\_, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the specification: that the correct legal name and address of the Bidder (including those of all partners of joint ventures) if fully and correctly set out above: that all statements made therein by or for the Bidder are true: and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the \_\_\_\_\_  
(President or other agent)

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board





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**CONTRACTOR'S  
QUALIFICATIONS**

\_\_\_\_\_  
Name of firm and address with zip code

\_\_\_\_\_  
Date \_\_\_\_\_ Area Code & Telephone \_\_\_\_\_ Corporation ☐ Partnership ☐  
CONSTRUCTION CAPABILITIES: General ☐ Electrical ☐ Plumbing ☐  
Mechanical ☐ Other ☐

**FOR CORPORATION ONLY**

\_\_\_\_\_  
Date of Incorporation \_\_\_\_\_ Name of State(s) in which incorporated

\_\_\_\_\_  
If not incorporated in Missouri give  
Certificate of authority to do business in  
Missouri

\_\_\_\_\_  
Certificate Number \_\_\_\_\_ Date

\_\_\_\_\_  
President's Name

\_\_\_\_\_  
Vice-President's Name

\_\_\_\_\_  
Secretary's Name

\_\_\_\_\_  
Treasurer's Name

of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ the  
day and year first above written.

(SEAL)

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

My Commission expires \_\_\_\_\_.



CITY OF FARMINGTON  
110 West Columbia  
Farmington, Missouri 63640  
573.756.1701

## STANDARD FORM OF AGREEMENT BETWEEN CITY OF FARMINGTON AND CONTRACTOR

THIS AGREEMENT is made and entered into by and between the City of Farmington, Missouri, a municipal corporation, hereinafter referred to as the CITY, and \_\_\_\_\_, hereinafter referred to as the CONTRACTOR, based upon the bid submitted to the CITY on \_\_\_\_\_ and incorporated here by reference.

### 1.00 DEFINITIONS

#### 1.01 Project

The project is defined as the work to be performed, including but not limited to providing all labor and/or materials as set forth in the City's request for sealed bids for partial demolition of the existing building and construction of a new maintenance facility as indicated in the plans and specifications, including all bid addenda recognized in the bid submittal. The project includes:

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

#### 1.02 Specifications

The specifications followed in completion of the work related to this contract shall be consistent with the plans and specifications provided with the request for bids including any addenda or change orders approved by the City.

#### 1.03 Working Days

Working days shall be defined as weekdays, which are not Federal Holidays.

### 2.00 GENERAL CONDITIONS

The Contractor agrees to provide all labor and/or materials as set forth in the Specifications and to complete the Project within the time specified by the contract documents.

That in consideration of the Contractor's providing said labor and materials the City shall pay the Contractor per unit or lump sum as defined in the attached bid submittal. In the event there is a discrepancy between this document and the bid submittal, this document shall govern.

### 3.00 PROGRESS PAYMENTS

Payments shall be made as follows:

- 3.01 The City shall make progress payments on the 1st and 15th of each month based on Applications for Payment made by the Contractor.
- 3.02 Each Application shall be based on a percentage of the work completed or if the contract is for a unit price the number of units completed on the date of the submittal.
- 3.03 The City shall pay the Contractor for the portion of the Project substantially completed in any given pay period less ten percent (10%) retainage.
- 3.04 The portion of the project substantially completed shall be determined in the sole discretion of the City Administrator or his designee.
- 3.05 In the event the Contractor elects to submit a single request for payment upon completion of the work, the City will pay the full contract amount in a single lump sum payment within fifteen (15) days.

### 4.00 COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work within \_\_\_\_\_ (\_\_\_\_) days after formal notification by the City. All work shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days, or as extended by the City Administrator or his designee, and shall be included as an addendum to this agreement.

### 5.00 MITIGATED DAMAGES

In the event the Contractor has failed to complete the project within said period, it (he/they) shall pay the City a penalty sum of one-hundred dollars (\$100.00) per day until the project is completed.

## 6.00 LIABILITY INSURANCE

6.01 The Contractor shall be required to furnish Public Liability and Property Damage Insurance with coverage to name and protect the City and the Contractor from all claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from work performed under this agreement, whether such claim be a result of actions by the Contractor or any sub-contractor performing work under this agreement. The insurance policy shall be not less than \$500,000 personal injury per occurrence and not less than \$500,000 aggregate property damage.

6.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

*“The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued”.*

6.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to maintain insurance coverage.

## 7.00 WORKER'S COMPENSATION INSURANCE

7.01 The Contractor shall be required to provide proof of Worker's Compensation Insurance and maintain said insurance during the performance of the work prescribed in this agreement. The Contractor shall be further required to provide proof of Worker's Compensation Insurance for all sub-contractors performing work under this agreement.

7.02 A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

*“The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued”.*

7.03 In the event the insurance coverage required under this section is cancelled by the Contractor during the performance of the work under this agreement, the City may at its option employ another Contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to maintain Worker's Compensation Insurance coverage.

#### 8.00 BUILDER'S RISK INSURANCE

During the term of this contract, Contractor shall maintain in full force and effect, at its own expense, Builders' Risk Fire and Extended Coverage Insurance covering contractor's materials, fixtures and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, by reason of fire, wind, theft and vandalism in an amount equal to one hundred percent (100%) of the full contract price. The policy shall name both the Contractor and the City as insureds and the proceeds of the policy shall be payable to the Contractor and the City, as their interests appear.

A certificate of insurance shall be submitted upon execution of this agreement in the form provided by the insurance provider, and shall contain a statement of the substantial language:

*"The issuer of this certificate shall notify the City of Farmington within 48 hours prior to cancellation of the policy for which this certificate has been issued".*

#### 9.00 COMPLIANCE WITH PREVAILING WAGE

The Contractor shall pay wages not less than the prevailing wage for the type of work performed under this agreement as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. The Contractor further agrees to comply with Prevailing Wage Laws as prescribed in Section 290.290 RSMo, and to ensure compliance with the aforementioned statutes by all sub-contractors performing work under this agreement. The Contractor will pay the City as and for liquidated damages, one-hundred dollars (\$100.00) per day, or portion of day, if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.

## 10.0 PERFORMANCE BOND

The Contractor shall submit, upon execution of this agreement, a Performance Bond for the full amount of the contract for the work to be performed under this agreement.

## 11.0 QUALITY OF WORK

In the event that the City determines that the Contractor's work is not to specifications, or the work cannot be reasonably completed by the Contractor during the period specified, the City may at its option provide the Contractor ten (10) days written notice to remedy said default. In the event that the Contractor has not rectified said default within said ten (10) days, the City may at its option terminate this agreement.

In the event of said termination, the City may at its option employ another contractor to complete the project, and the Contractor shall indemnify and hold the City harmless from any and all damages it sustains as a result of the Contractor's failure to perform.

## 12.00 UNAUTHORIZED ALIEN AFFIDAVIT AND E-VERIFY

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state to a business entity (contractor), 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 an unauthorized illegal alien in connection with the contracted services, per RSMO 285.530. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required to the state and any political subdivision of the state with which it contracts, on an annual basis. Prior to the award of the bid, the selected contractor must complete and have notarized the attached "Affidavit of Work Authorization - City of Farmington Public Works Projects" and return it to the Director of Public Works.

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at: <http://www.dhs.gov>.

### 13.00 HEALTH AND SAFETY OF EMPLOYEES

In accordance with RSMO 292.675 any contractor for any public body for purposes of construction of public works and any subcontractor to such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA of a similar program which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees who have not previously completed the program are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded twenty days to produce such documentation before being subject to removal from the project.

### 14.00 GUARANTEE

The Contractor hereby expressly guarantees the work performed under this agreement as to workmanship and conformance to the specifications provided. Upon notification by the Owner, the Contractor shall make any and all necessary replacements at his own expense to the satisfaction of the City within ten (10) days, or within a time acceptable to the City. If the Contractor fails to proceed with such corrective action as specified by the

City, the City may at its option employ another contractor to take such corrective action, and to charge the cost thereof to the Contractor.

### 15.00 HAZARDOUS MATERIALS

The Contractor hereby expressly guarantees that no asbestos or lead paint containing materials will be used in completion of this project.

### 16.00 ACCEPTANCE AND FINAL PAYMENT

#### 16.01 Final Inspection

When the work performed under this agreement has been fully completed in accordance with the specifications provided a final inspection shall be made by the City and any defects arising out of said inspections shall be remedied by the Contractor.



16.02 Retainage

Retainage shall be paid by the City upon submittal by the Contractor of lien waivers, certified payrolls, and affidavit of compliance with prevailing wage laws.

16.03 Final Payment

Final payment and acceptance of such payment by the Contractor shall release the City from all claims of any liabilities of the Contractor under this agreement, except that the Contractor shall not be released from liability for defects resulting from unacceptable workmanship or failure to follow specifications, where said defects are not readily ascertainable by the City upon final inspection.

The City shall make final payment upon the Contractor's submittal of lien waivers, certified payrolls, and affidavit of compliance with prevailing wage laws.

17.00 RECOVERY OF DAMAGES

In the event the City is required to file suit for damages as a result of breach of contract by the Contractor, then the city shall be entitled to collect reasonable attorney fees, costs of litigation, and Court costs from Contractor.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 201\_\_\_\_\_.

*CITY OF FARMINGTON:*

*CONTRACTOR:*

\_\_\_\_\_  
Stuart 'Mit' Landrum  
Mayor

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBITS: 1. Bid Form  
2. Prevailing Wage Order \_\_\_\_\_

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Retainage shall be paid by the City upon submittal by the Contractor of lien waivers, certified payrolls, and affidavit of compliance with prevailing wage laws.

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Final payment and acceptance of such payment by the Contractor shall release the City from all claims of any liabilities of the Contractor under this agreement, except that the Contractor shall not be released from liability for defects resulting from unacceptable workmanship or failure to follow specifications, where said defects are not readily ascertainable by the City upon final inspection.

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In the event the City is required to file suit for damages as a result of breach of contract by the Contractor, then the city shall be entitled to collect reasonable attorney fees, costs of litigation, and Court costs from Contractor.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 201\_\_\_\_\_.

*CITY OF FARMINGTON:*

*CONTRACTOR:*

\_\_\_\_\_  
Bud Norman  
Director of Facility Maintenance

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBITS: 1. Bid Form  
2. Prevailing Wage Order \_\_\_\_\_

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The City shall make final payment upon the Contractor's submittal of lien waivers, certified payrolls, and affidavit of compliance with prevailing wage laws.

17.00 RECOVERY OF DAMAGES

In the event the City is required to file suit for damages as a result of breach of contract by the Contractor, then the city shall be entitled to collect reasonable attorney fees, costs of litigation, and Court costs from Contractor.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

*CITY OF FARMINGTON:*

*CONTRACTOR:*

\_\_\_\_\_  
Greg Beavers  
City Administrator

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

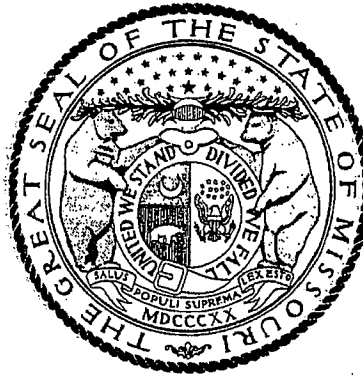
EXHIBITS: 1. Bid Form  
2. Prevailing Wage Order \_\_\_\_\_



# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 21

Section 095

**ST. FRANCOIS COUNTY**

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

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

Prepared by Missouri Department of Labor and Industrial Relations

| OCCUPATIONAL TITLE                              | ** Date of Increase | * | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|---|---------------------|---|--------------------|--------------------|------------------|-----------------------|
| Asbestos Worker (H & F) Insulator               |                     |   | \$37.66            | 55                 | 60               | \$20.11               |
| Boilermaker                                     |                     |   | \$31.20            | 126                | 7                | \$27.01               |
| Bricklayer and Stone Mason                      |                     |   | \$28.36            | 75                 | 40               | \$9.82                |
| Carpenter                                       |                     | d | \$28.36            | 74                 | 41               | \$14.45               |
| Cement Mason                                    |                     | f | \$29.03            | 80                 | 6                | \$15.36               |
| Communication Technician                        |                     |   | \$28.05            | 44                 | 47               | \$8.93 + 29.75%       |
| Electrician (Inside Wireman)                    |                     |   | \$32.25            | 82                 | 71               | \$10.28 + 39.5%       |
| Electrician (Outside-Line Construction\Lineman) |                     |   | \$39.69            | 43                 | 45               | \$5.00 + 37.5%        |
| Lineman Operator                                |                     |   | \$34.26            | 43                 | 45               | \$5.00 + 37.5%        |
| Groundman                                       |                     |   | \$26.49            | 43                 | 45               | \$5.00 + 37.5%        |
| Elevator Constructor                            |                     | a | \$43.715           | 26                 | 54               | \$26.755              |
| Glazier   |                     |   | \$32.78            | 87                 | 31               | \$21.13 + 13.2%       |
| Ironworker                                      |                     |   | \$32.38            | 11                 | 8                | \$21.975              |
| Laborer (Building):                             |                     |   |                    |                    |                  |                       |
| General   |                     |   | \$21.01            | 49                 | 7                | \$12.07               |
| First Semi-Skilled                              |                     |   | \$22.31            | 49                 | 7                | \$12.07               |
| Second Semi-Skilled                             |                     |   | \$21.31            | 49                 | 7                | \$12.07               |
| Lather  |                     | d | \$28.36            | 74                 | 41               | \$14.45               |
| Linoleum Layer and Cutter                       |                     |   | \$29.58            | 92                 | 26               | \$14.45               |
| Marble Mason                                    |                     |   | \$28.36            | 75                 | 40               | \$9.82                |
| Marble Finisher                                 |                     |   |                    |                    |                  |                       |
| Millwright                                      |                     |   | \$34.97            | 77                 | 41               | \$14.75               |
| Operating Engineer                              |                     |   |                    |                    |                  |                       |
| Group I   |                     |   | \$27.01            | 86                 | 66               | \$23.43               |
| Group II  |                     |   | \$27.01            | 86                 | 66               | \$23.43               |
| Group III                                       |                     |   | \$25.76            | 86                 | 66               | \$23.43               |
| Group III-A                                     |                     |   | \$27.01            | 86                 | 66               | \$23.43               |
| Group IV  |                     |   | \$24.78            | 86                 | 66               | \$23.43               |
| Group V   |                     |   | \$27.71            | 86                 | 66               | \$23.43               |
| Painter   |                     |   | \$28.75            | 104                | 12               | \$13.41               |
| Pile Driver                                     |                     | d | \$28.36            | 74                 | 41               | \$14.45               |
| Pipe Fitter                                     |                     | c | \$34.75            | 91                 | 69               | \$26.28               |
| Plasterer                                       |                     |   | \$30.21            | 67                 | 3                | \$16.38               |
| Plumber   |                     | c | \$34.75            | 91                 | 69               | \$26.28               |
| Roofer \ Waterproofor                           |                     |   | \$29.50            | 15                 | 73               | \$15.67               |
| Sheet Metal Worker                              |                     |   | \$37.50            | 32                 | 25               | \$21.35               |
| Sprinkler Fitter - Fire Protection              |                     |   | \$31.13            | 33                 | 19               | \$18.90               |
| Terrazzo Worker                                 |                     |   | \$28.36            | 75                 | 40               | \$9.82                |
| Terrazzo Finisher                               |                     |   |                    |                    |                  |                       |
| Tile Setter                                     |                     |   | \$28.36            | 75                 | 40               | \$9.82                |
| Tile Finisher                                   |                     |   |                    |                    |                  |                       |
| Truck Driver-Teamster                           |                     |   |                    |                    |                  |                       |
| Group I   |                     | e | \$26.22            | 103                | 77               | \$9.40                |
| Group II  |                     | e | \$26.38            | 103                | 77               | \$9.40                |
| Group III                                       |                     | e | \$26.37            | 103                | 77               | \$9.40                |
| Group IV  |                     | e | \$26.49            | 103                | 77               | \$9.40                |

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.

[illegible]

\* 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%, under 5 years - 6%
- b - Projects over \$1 Million - \$29.66  
Projects under \$1 Million - \$27.89
- c - All work over \$7 Million Total Mech. Contract - \$34.75, Fringes - \$26.28  
All work under \$7 Million Total Mech. Contract - \$33.41 Fringes - \$20.89
- d - Projects over \$1 1/2 Million - \$28.36  
Projects under \$1 1/2 Million - \$24.84
- e - Group I:  
Projects over \$3 3/4 Million - \$26.22  
Projects under \$3 3/4 Million - \$22.72  
Group II:  
Projects over \$3 3/4 Million - \$26.38  
Projects under \$3 3/4 Million - \$22.88  
Group III:  
Projects over \$3 3/4 Million - \$26.37  
Projects under \$3 3/4 Million - \$22.87  
Group IV:  
Projects over \$3 3/4 Million - \$26.49  
Projects under \$3 3/4 Million - \$22.99
- f - Projects over \$10 Million - \$29.03  
Projects under \$10 Million - \$28.33

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

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

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

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

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

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

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



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

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

**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 and 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 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. 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. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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

**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. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

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

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

## ST. FRANCOIS COUNTY BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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

**NO. 82:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (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 two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

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

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

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

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half ( $\frac{1}{2}$ ) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half ( $1\frac{1}{2}$ ) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half ( $1\frac{1}{2}$ ) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

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

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

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half ( $1\frac{1}{2}$ ) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half ( $1\frac{1}{2}$ ) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

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

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

**NO. 126:** 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. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and 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 except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

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

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

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

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

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

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

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

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

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

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

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

**NO. 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. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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

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

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

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

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

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

**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, Memorial 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 are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday 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                              | * Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|---|--------------------|--------------------|--------------------|------------------|-----------------------|
| Carpenter                                       |                    | \$30.19            | 23                 | 16               | \$14.65               |
| Cement Mason                                    |                    | \$27.04            | 6                  | 6                | \$15.28               |
| Electrician (Outside-Line Construction\Lineman) |                    | \$39.69            | 9                  | 12               | \$5.00 + 37.5%        |
| Lineman Operator                                |                    | \$34.26            | 9                  | 12               | \$5.00 + 37.5%        |
| Lineman - Tree Trimmer                          |                    | \$24.25            | 32                 | 31               | \$5.00 + 23%          |
| Groundman                                       |                    | \$26.49            | 9                  | 12               | \$5.00 + 37.5%        |
| Groundman - Tree Trimmer                        |                    | \$19.22            | 32                 | 31               | \$5.00 + 23%          |
| Laborer   |                    |                    |                    |                  |                       |
| General Laborer                                 |                    | \$26.51            | 2                  | 4                | \$12.07               |
| Skilled Laborer                                 |                    | \$27.11            | 2                  | 4                | \$12.07               |
| Millwright                                      |                    | \$30.19            | 23                 | 16               | \$14.65               |
| Operating Engineer                              |                    |                    |                    |                  |                       |
| Group I   |                    | \$26.09            | 21                 | 5                | \$23.32               |
| Group II  |                    | \$25.74            | 21                 | 5                | \$23.32               |
| Group III                                       |                    | \$25.54            | 21                 | 5                | \$23.32               |
| Group IV  |                    | \$21.89            | 21                 | 5                | \$23.32               |
| Oiler-Driver                                    |                    | \$21.89            | 21                 | 5                | \$23.32               |
| Pile Driver                                     |                    | \$30.19            | 23                 | 16               | \$14.65               |
| Traffic Control Service Driver                  |                    | \$26.415           | 28                 | 27               | \$9.045               |
| Truck Driver-Teamster                           |                    |                    |                    |                  |                       |
| Group I   |                    | \$27.52            | 22                 | 19               | \$10.90               |
| Group II  |                    | \$27.68            | 22                 | 19               | \$10.90               |
| Group III                                       |                    | \$27.67            | 22                 | 19               | \$10.90               |
| Group IV  |                    | \$27.79            | 22                 | 19               | \$10.90               |

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.

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

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

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

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

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

**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.

**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.

**NO. 28:** 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. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

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

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

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

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

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**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.

**NO. 27:** 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.

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

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



CITY OF FARMINGTON  
Department of Parks  
407 Boyce  
Farmington, Missouri 63640  
573.756.0601

### LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Contractor)

\_\_\_\_\_ as principal, and \_\_\_\_\_  
(Bonding Co.)

as surety, are held and firmly bound unto the \_\_\_\_\_ City of Farmington, St. Francois County,  
Missouri \_\_\_\_\_, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_  
\_\_\_\_\_) lawful money of the United States, to be paid to the said Owner or to its certain agents,  
attorneys, assigns, for which sums of money, will and truly to be paid, we bind ourselves, or  
heirs, successors, assigns executors, and administrators, jointly and severally, firm by these  
presents.

SEALED with our seals and dated \_\_\_\_\_.

The condition of this obligation is such that

WHEREAS, the said bounded principal has entered into certain contract with the  
\_\_\_\_\_ City of Farmington, St. Francois County, Missouri \_\_\_\_\_, acting by and  
(Owner)

through the \_\_\_\_\_, said contract being  
(Agency)

marked:

“Engler Park Tennis Court Construction”,

a copy of said contract being hereto attached and made a part hereof and bearing date of

\_\_\_\_\_.

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of  
said contract, including those under which principal agrees to pay the prevailing hourly rate of  
wages for each craft or type of workman required to execute the contract in the locality as  
determined by State and Federal authority, as applicable, or by final judicial determination, and  
properly and promptly completed work in accordance with the provisions of said contract and

specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions in said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the owner, or its engineer, under the authority from said owner, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by his employees, agent, servant, bailee, or bailor, then this is to be voided; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

ATTEST (SEAL)

\_\_\_\_\_  
Address – Missouri Agent

\_\_\_\_\_  
City

Name and address of agent to whom all correspondences should be directed relating to the contract and bond.

---

Name (Print or type)

---

Street

---

City, State, Zip Code





CITY OF FARMINGTON  
Department of Parks  
407 Boyce  
Farmington, Missouri 63640  
573.756.0601

## NOTICE OF AWARD

\_\_\_\_\_, 201\_\_

TO: \_\_\_\_\_

AT: \_\_\_\_\_

### RE: Engler Park Tennis Court Coating Project

You are notified that your Bid dated \_\_\_\_\_, 20\_\_\_\_, for the referenced Contract has been evaluated. Your organization has been determined to be the winning Bidder, and has been awarded the Contract for the Work as itemized on your Bid Form.

The Contract Price of your Contract is \_\_\_\_\_ (\$\_\_\_\_\_).

Your organization shall comply with the following conditions precedent within the number of days after receipt of the Notice of Award specified in the Instructions to Bidders, that is within fifteen (15) calendar days, you shall:

- 1: Sign and return to the Engineer the executed Notice of Award and required documents as per the Project Manual.

Issued By The Owner:

Received On \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(The Contractor)

\_\_\_\_\_  
(Title

\_\_\_\_\_  
(Authorized Signature)

Return to:  
City Clerk, Paula Cartee  
Farmington City Hall  
110 West Columbia, Farmington, Missouri 63640



CITY OF FARMINGTON  
Department of Parks  
407 Boyce  
Farmington, Missouri 63640  
573.756.0601

**NOTICE TO PROCEED**

\_\_\_\_\_, 2014

TO: \_\_\_\_\_

AT: \_\_\_\_\_

**RE: Engler Park Tennis Court Coating Project**

You are notified that the Contract Time for Work under the above Contract will commence to run on \_\_\_\_\_, 2014. On that date, your organization shall start performance and furnishing of the Work.

In accordance with the Agreement, you will fully complete the project by \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)



CITY OF FARMINGTON  
Department of Parks  
407 Boyce  
Farmington, Missouri 63640  
573.756.0601

## LIEN WAIVER

DATE \_\_\_\_\_

TO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: **Engler Park Tennis Court Coating Project**

Dear Sir:

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching form "Release by Claimants", signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above named owner.

\_\_\_\_\_  
Contractor

**RELEASE BY CLAIMANTS**

DATE \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

WHEREAS, we the undersigned \_\_\_\_\_  
has (have) been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_ for the  
construction project known as  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, know ye, that I (we) the undersigned for and in  
consideration of the sum of (words) \_\_\_\_\_  
(Numbers) \$\_\_\_\_\_ and other good and valuable considerations, the receipt  
whereof is hereby acknowledged do hereby waive and release any and all lien, and  
claim, or right to lien, on said construction project and premises under the statutes of  
the State of \_\_\_\_\_ relating to Mechanic's Liens, on account of labor, or  
materials, or both, furnished by the undersigned to or on account of the said  
\_\_\_\_\_ for said construction project and  
premises.

Given under our hands and seals this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Signature

WITNESS:

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **Product Guide Specification**

### **SECTION 02790 (32 18 23.53)**

#### **CONCRETE TENNIS COURT SURFACE COLOR COATING SYSTEM**

##### **PART 1 GENERAL**

###### **1.1 SECTION INCLUDES**

- A. Concrete tennis court surface color coating system.

###### **1.2 RELATED REQUIREMENTS**

- A. Section 03300 (03 30 00) – Cast-in-Place Concrete.
- B. Section 03400 (03 40 00) – Precast Concrete.

###### **1.3 REFERENCE STANDARDS**

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) Rules of Tennis.
- C. International Tennis Federation (ITF).

###### **1.4 SUBMITTALS**

- A. Comply with Section 01330 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
  - 1. Submit independent test results for solar reflectance index.
  - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
  - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete tennis court surface color coating system projects, including project name, location, and date of application.

- G. Applicator's Project References: Submit applicator's list of successfully completed concrete tennis court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer's standard warranty.

## **1.5 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications:
  - 1. Manufacturer regularly engaged, for past 5 years, in manufacture of concrete tennis court surface color coating systems of similar type to that specified.
  - 2. United States owned company.
  - 3. Member: ASBA.
  - 4. Manufacturer has surfaces that are classified by the ITF's (International Tennis Federation) pace classification program.
- B. Applicator's Qualifications:
  - 1. Applicator regularly engaged, for past 3 years, in application of tennis court surface color coating systems of similar type to that specified.
  - 2. Employ persons trained for application of tennis court surface color coating systems.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
  - 1. Store and handle materials in accordance with manufacturer's instructions.
  - 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
  - 3. Store materials in clean, dry area indoors.
  - 4. Store materials out of direct sunlight.
  - 5. Keep materials from freezing.
  - 6. Protect materials during storage, handling, and application to prevent contamination or damage.
  - 7. Close containers when not in use.

## **1.7 AMBIENT CONDITIONS**

- A. Do not apply concrete tennis court surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.
- B. Do not apply concrete tennis court surface color coating system when rain is expected during application or within 24 hours after application.

## **PART 2     PRODUCTS**

### **2.1     MANUFACTURER**

- A. Submitted

### **2.2     MATERIALS**

- A. Concrete Tennis Court Surface Color Coating System:
- B. Crack Sealant:
  - 1. 100 percent acrylic emulsion elastomeric crack sealant.
  - 2. Seals cracks and expansion joints up to 1/2 inch wide in concrete pavement.
  - 3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
  - 4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
  - 5. Color: Green or Red.
- C. Crack Filler: "Acrylic Crack Patch".
  - 1. 100 percent acrylic emulsion trowel-grade crack filler.
  - 2. Fills cracks in concrete pavement up to 1 inch wide.
  - 3. Chemical Characteristics, by Weight, Minimum:
    - a. Acrylic Emulsion: 10.0 percent.
    - b. Hiding Pigment: 0.2 percent.
    - c. Mineral Inert Fillers: 78.0 percent.
    - d. Film Formers, Additives: 1.8 percent.
    - e. Water: 8.5 percent.
  - 4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
  - 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
  - 6. Color: Green or Red.
- D. Patch Binder: "Acrylic Patch Binder".
  - 1. 100 percent acrylic emulsion liquid binder.
  - 2. Mix on-site with sand and cement.
  - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.
  - 4. Fills Cracks in concrete up to 1" in width.
  - 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Adhesion Promoter: "Acrylic Adhesion Promoter".
  - 1. Acrylic emulsion primer.
  - 2. Primes concrete surface and promotes adhesion of color coating system materials.
  - 3. Weight per Gallon at 77 Degrees F: 8.7 lbs., plus or minus 0.5 lbs.
- F. Filler Course:
  - 1. 100 percent acrylic emulsion resurfacer.
  - 2. Mix on-site with silica sand.
  - 3. Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.
  - 4. Chemical Characteristics, by Weight, Minimum:
    - a. Acrylic Emulsion: 44.0 percent.
    - b. Hiding Pigment: 2.0 percent.
    - c. Mineral Inert Fillers: 5.0 percent.
    - d. Film Formers, Additives: 0.2 percent.

- e. Water: 45.0 percent.
- 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
- 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
- 7. Color: Black or Neutral

G. Color Coating:

- 1. 100 percent acrylic emulsion coating.
- 2. Mix on-site with silica sand and water.
- 3. Color coats tennis and multipurpose courts.
- 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
- 5. Color: Forest Green (Court), Red (Surround)

H. Line Markings Primer:

- 1. 100 percent acrylic emulsion primer, clear drying.
- 2. Primes line markings and prevents bleed-under for sharp lines.
- 3. Chemical Characteristics, by Weight, Nominal:
  - a. Acrylic Emulsion: 38.0 percent.
  - b. Hiding Pigment: 0.0 percent.
  - c. Mineral Inert Fillers: 7.0 percent.
  - d. Film Formers, Additives: 1.5 percent.
  - e. Water: 50.0 percent.
- 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
- 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

I. Line Paint:

- 1. Pigmented, 100 percent acrylic emulsion line paint.
- 2. Line marking on concrete tennis courts.
- 3. Chemical Characteristics, by Weight, Nominal:
  - a. Acrylic Emulsion: 25.89 percent.
  - b. Pigment: 14.90 percent.
  - c. Mineral Inert Fillers: 13.12 percent.
  - d. Additives: 4.73 percent.
  - e. Water: 41.36 percent.
- 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
- 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
- 6. Color: White.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Examine concrete tennis court surfaces to receive color coating system.
- B. Verify:
  - 1. Suitable vapor barrier beneath concrete slab.
  - 2. Perimeter drainage to prevent moisture accumulation beneath concrete surface.
  - 3. Curing compounds have not been used on concrete surface.
  - 4. Concrete tennis courts meet ASBA requirements.



- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

### **3.2 SURFACE PREPARATION**

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete tennis court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. New Concrete:
  - 1. Cure new concrete surfaces a minimum of 28 days before application of concrete tennis court surface color coating system.
  - 2. Provide medium broom finish or similar roughened texture.
  - 3. Do not steel trowel finish.
  - 4. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- D. Existing Concrete:
  - 1. Sandblast, shotblast, or scarify smooth concrete surfaces to roughened texture similar to medium broom finish.
  - 2. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- E. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete tennis court surface color coating system. Pressure wash entire surface.
- F. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of color coating.
- G. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- H. Apply adhesion promoter over entire concrete surface in accordance with manufacturer's instructions.
- I. Apply 1 coat of filler course to provide smooth underlayment for application of color coating.
- J. Ensure surface repairs are flush and smooth to adjoining surfaces.

### **3.3 APPLICATION**

- A. Apply concrete tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
  - 1. Apply 1 coat on new concrete or existing acrylic surfaces with minimal repairs.
  - 2. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.

- E. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

### **3.4 LINE MARKINGS**

- A. Lay out tennis court line markings in accordance with USTA Rules of Tennis.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

### **3.5 PROTECTION**

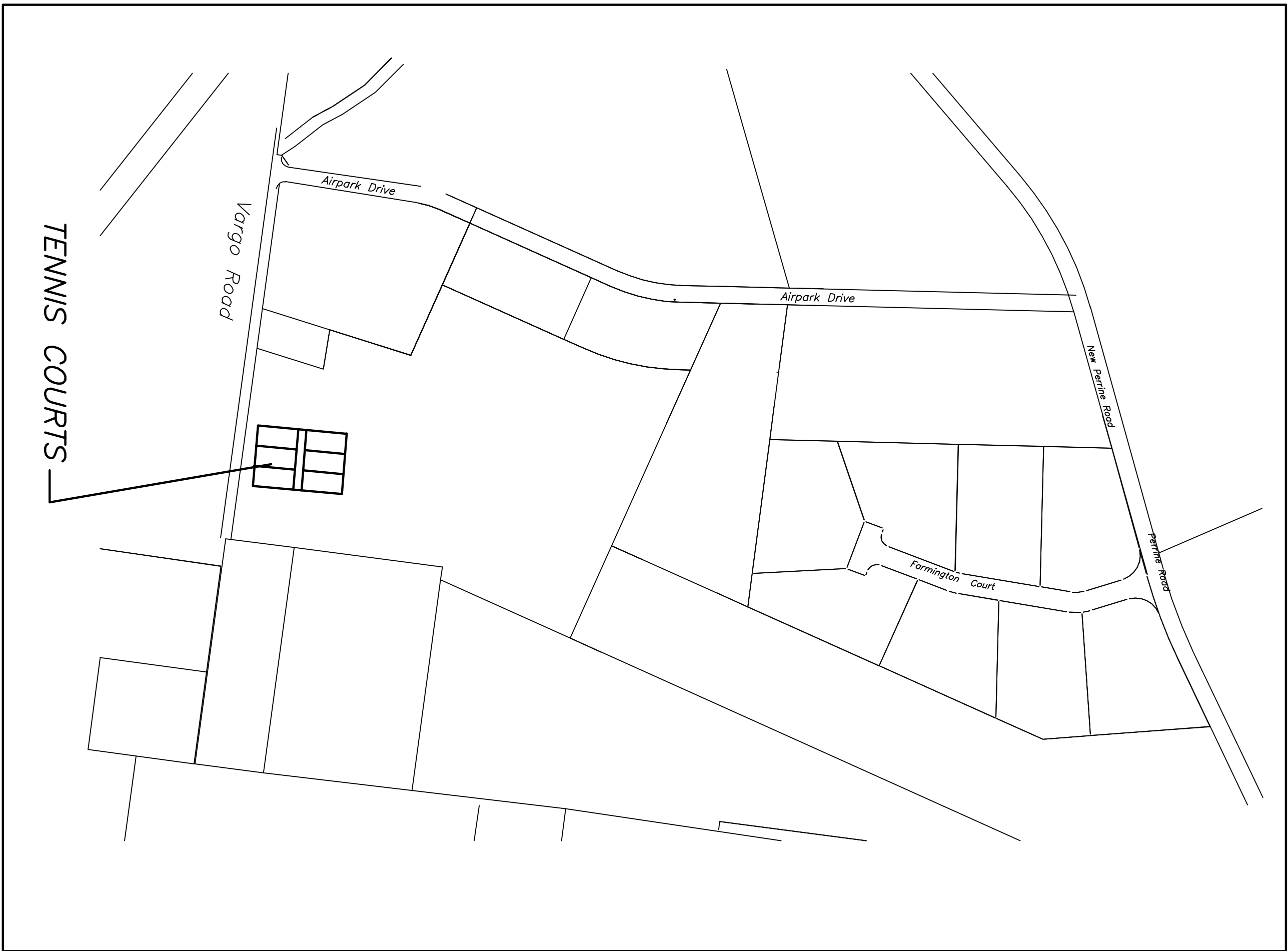
- A. Allow a minimum of 24 hours curing time before opening tennis courts for play.
- B. Protect applied concrete tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

**END OF SECTION**

# TENNIS COURTS

## CITY OF FARMINGTON

JUNE 2014



- SHEET 1 COVER SHEET
- SHEET 2 SITE PLAN
- SHEET 3 GRADING PLAN
- SHEET 4 DETAILS

### LEGEND

- |   |                        |   |                        |
|---|------------------------|---|------------------------|
| X | FENCELINE              | E | FINISH FLOOR ELEVATION |
| ○ | FENCE POST             | ■ | BENCH MARK             |
| — | UNDERGROUND POWER      | ⊗ | TREE                   |
| — | POWER POLE             | ⊗ | WOODS LINE             |
| — | BURIED TELEPHONE       | ⊗ | WATER VALVE            |
| — | TELEPHONE BOX          | ⊗ | WATER SHUT OFF         |
| — | GAS VALVE              | ⊗ | WATER METER            |
| — | GAS METER              | ⊗ | FIRE HYDRANT           |
| — | GAS LINE               | ⊗ | WATER LINE             |
| — | SANITARY SEWER MANHOLE | ⊗ | LIGHT POLE             |
| — | SEWER LINE             | ⊗ | IRON PIN (IP)          |
| — | SEWER CLEANOUT         | ⊗ | SIGN                   |
| — | STORM SEWER            | ⊗ | ADA SIGNAGE            |
| — | CABLE TV               | ⊗ |                        |

BEFORE YOU  
DIG — DRILL — BLAST



1-800-344-7433 (MISSOURI)

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

TAYLOR ENGINEERING L.L.C.

ENGINEERING . SURVEYING . CONSTRUCTION TESTING  
P.O. BOX 674, 109 E. COLUMBIA FARMINGTON, MO 63640  
573.756.9226 FAX 573.756.7310  
DISCIPLINE: PROFESSIONAL ENGINEERING  
CERTIFICATE OF AUTHORITY: 2000146639  
EXPIRATION DATE: DECEMBER 31, 2014



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The Professional Engineer, whose signature and seal appear on this document, is responsible for the design and construction of the project shown on this drawing. The Engineer shall be responsible for all design, planning, specifications, estimates, and construction management. The Engineer shall be responsible for the safety of the project and shall be responsible for the completion of the project. The Engineer shall be responsible for the accuracy of the information provided on this drawing. The Engineer shall be responsible for the timely completion of the project. The Engineer shall be responsible for the quality of the work. The Engineer shall be responsible for the cost of the project. The Engineer shall be responsible for the schedule of the project. The Engineer shall be responsible for the communication with the client. The Engineer shall be responsible for the coordination with other professionals. The Engineer shall be responsible for the management of the project. The Engineer shall be responsible for the overall success of the project.

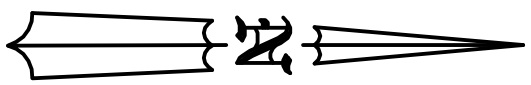
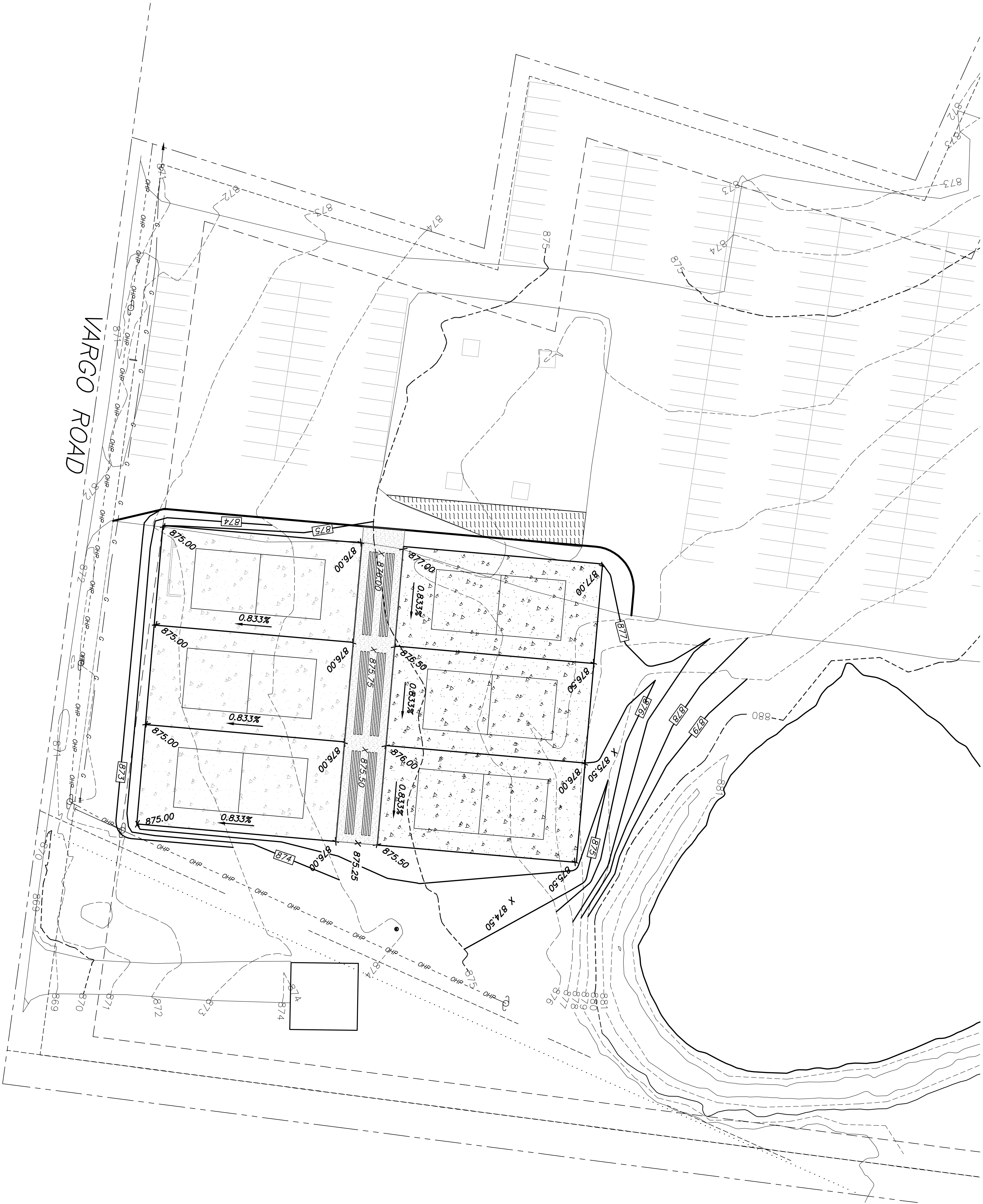
NAME: JOSEPH E. GABEL  
LICENSE NO.: PE 2010019542  
EXPIRATION DATE: 12/31/2014

CITY OF FARMINGTON  
PUBLIC TENNIS COURTS  
COVER

| REVISIONS |      | DESCRIPTION |  |
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| DRAWN BY:    | PAW      |
| CHECKED BY:  | PAW      |
| APPROVED BY: | JEG      |
| PROJECT NO.: | 14047    |
| ISSUE DATE:  | 06/05/14 |
| DRAWING NO.: |          |





Scale: 1 inch = 30 feet  
0 15 30 60

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NAME: JOSEPH E. GABEL  
LICENSE NO.: PE2010019542  
EXPIRATION DATE: 12/31/2014

**CITY OF FARMINGTON  
PUBLIC TENNIS COURTS  
GRADING PLAN**

| REVISIONS |      |             | DESCRIPTION |
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| NO        | DATE | DESCRIPTION |             |
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| DESIGNED BY:   | PAW      |
| APPROVED BY:   | JEG      |
| TR. PROJ. NO.: | 14047    |
| ISSUE DATE:    | 06/05/14 |
| DRAWING NO.:   |          |



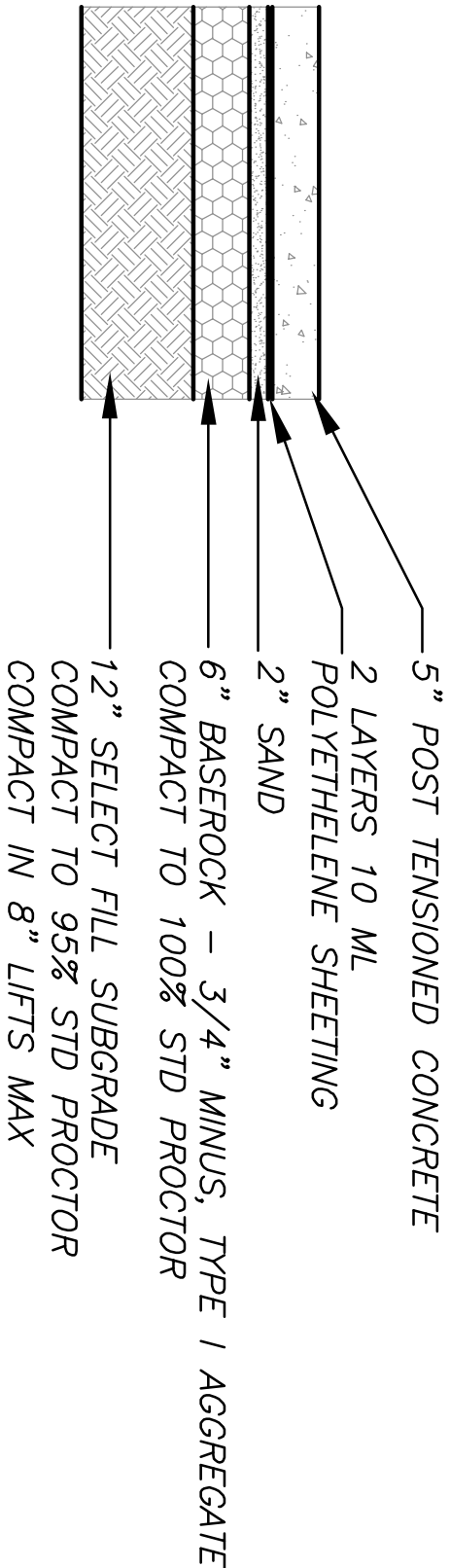
NOTE:  
FENCING, PAINTED SURFACE AND LIGHTING BY CITY  
UNDER SEPARATE CONTRACT. NO PERIMETER FENCE  
POSTS IN CONCRETE.

ALL MATERIAL SHALL CONFORM TO THE DIVISION 1000, MATERIALS  
DETAILS, AND TO SECTION 501 OF THE MISSOURI STANDARD  
SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

CONCRETE SHALL BE EITHER CLASS B OR PAYEMENT CONCRETE.  
CONCRETE SHALL BE PLACED, CURED, AND FINISHED IN  
ACCORDANCE WITH THE APPLICABLE PROVISIONS.

## POST TENSIONED CONCRETE

ALTERNATE BID



CONTRACTOR FOR THIS METHOD MUST HAVE 5 YEARS MIN  
EXPERIENCE IN POST TENSIONING CONCRETE.  
CONTRACTOR TO SUBMIT DIMENSIONED TENDON LAYOUT,  
STANDARDS, METHODOLOGY AND SCHEDULE.  
TENDONS TO BE COATED WITH RUST PREVENTATIVE AND  
WRAPPED WITH PLASTIC SHEATHING. THEY SHALL BE SEVEN  
WIRE STRESS RELIEVED STEEL STRAND MEETING ASTM  
A416, GRADE 270, LOW RELAXATIONS.

PORTLAND CEMENT TYPE 1 OR 1A, ASTM C 150  
NO CURING COMPOUNDS  
6% AIR ENTRAINMENT, 4" SLUMP, 3500 PSI  
NOMINAL SIZE OF COARSE AGG = 1.5" MAX, ASTM C33  
5" THICK CONCRETE, MEDIUM BROOM FINISH,  
KEEP CONTINUOUSLY MOIST FOR 7 DAYS.

## VEGETATION ESTABLISHMENT

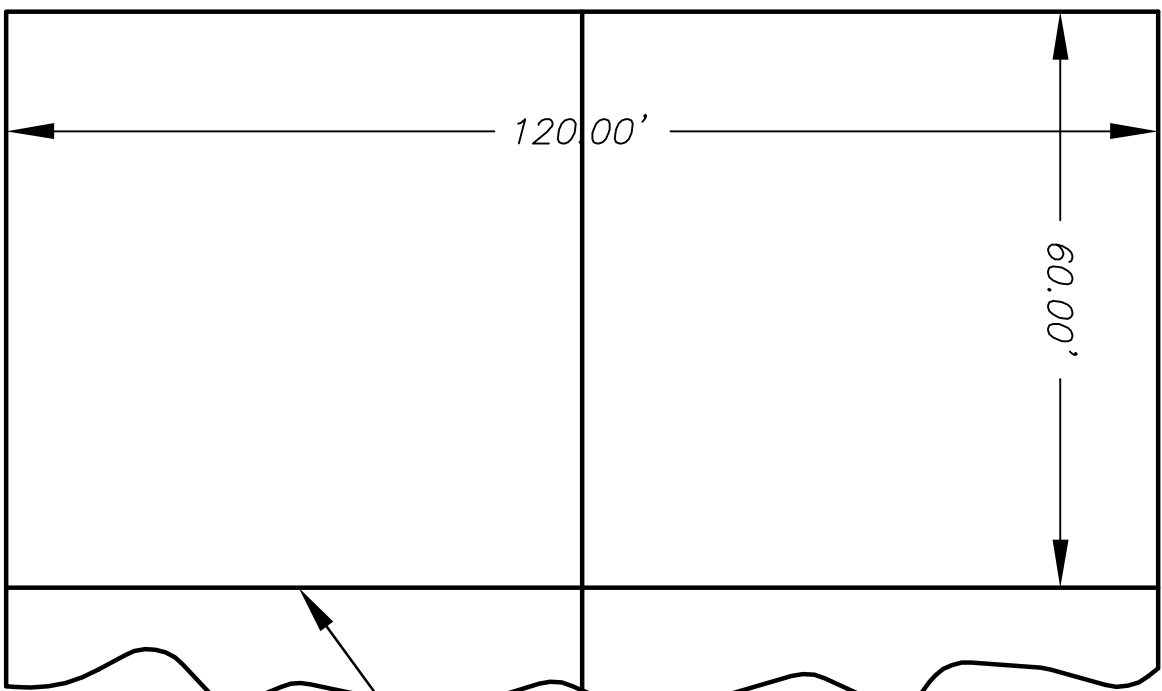
SEED MIXTURE PER ACRE  
KENTUCKY BLUE GRASS 15 POUNDS  
ALTA FESCUE 20 POUNDS  
REDTOP 10 POUNDS  
ALSKI CLOVER 5 POUNDS  
WEED SEED SHALL NOT EXCEED 1 PERCENT

FERTILIZER  
12% NITROGEN  
12% PHOSPHATE  
12% POTASH

SEEDING SEASON  
FALL - 15 AUGUST TO 30 SEPTEMBER  
SPRING - 15 FEBRUARY TO 15 APRIL  
ALL SEEDED AREAS SHALL BE MULCHED.

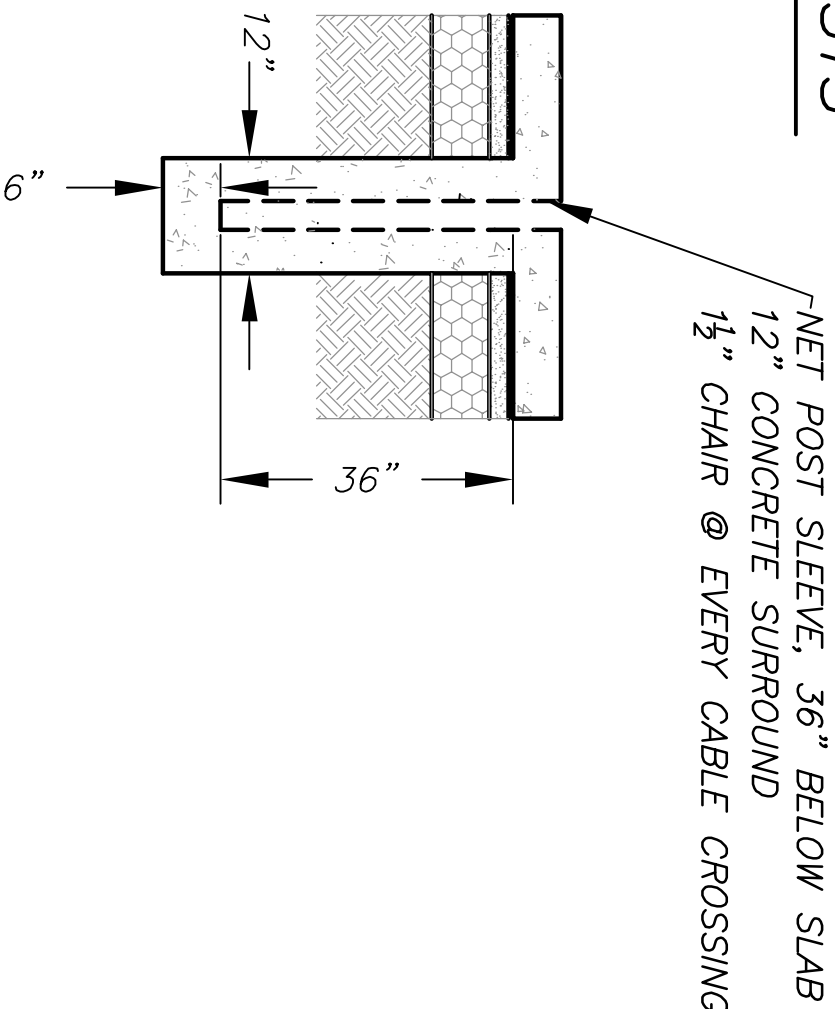
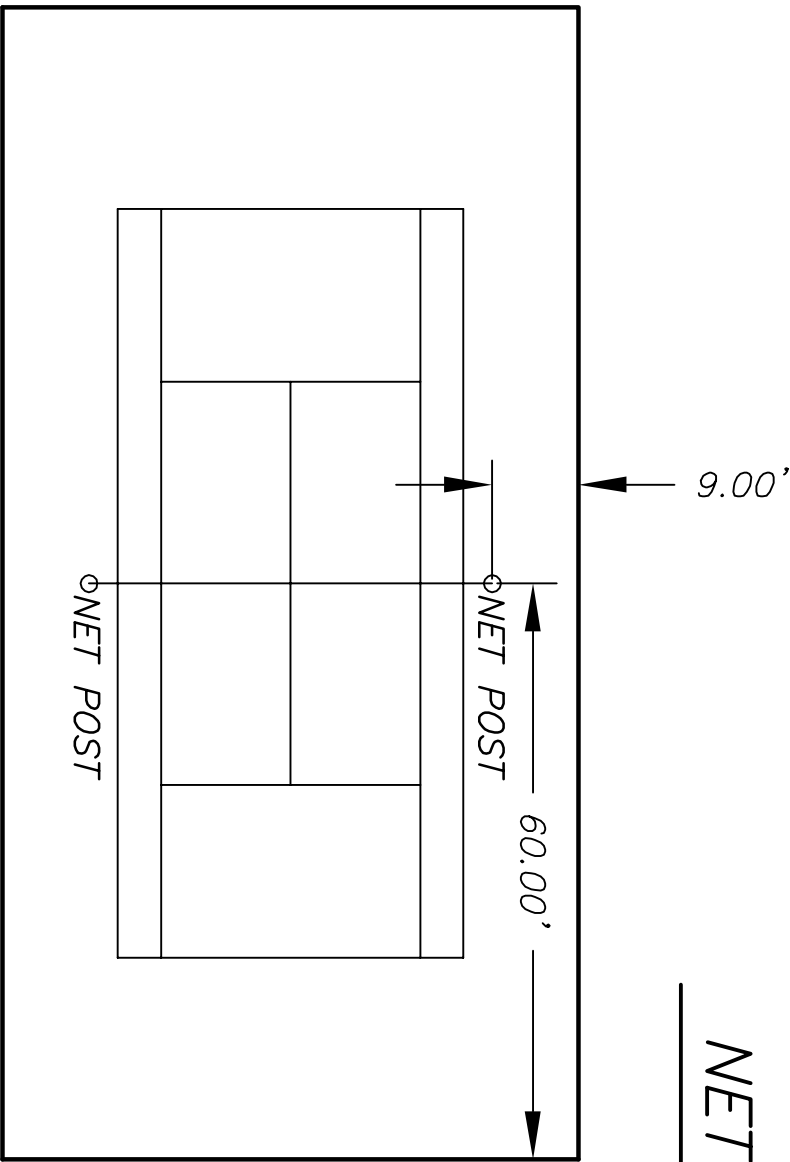
## TREE REMOVAL

TREE REMOVAL IN TENNIS COURT AREA SHALL INCLUDE  
ALL ROOTS, STUMPS AND ALL MATERIAL SUBJECT TO  
DECAY WITHIN 12" OF THE LOWEST SUBGRADE  
ELEVATION. THE VOIDS RESULTING FROM THIS  
REMOVAL SHALL BE BACKFILLED WITH SELECT MATERIAL  
ACCORDING TO THE FILL NOTES BELOW.



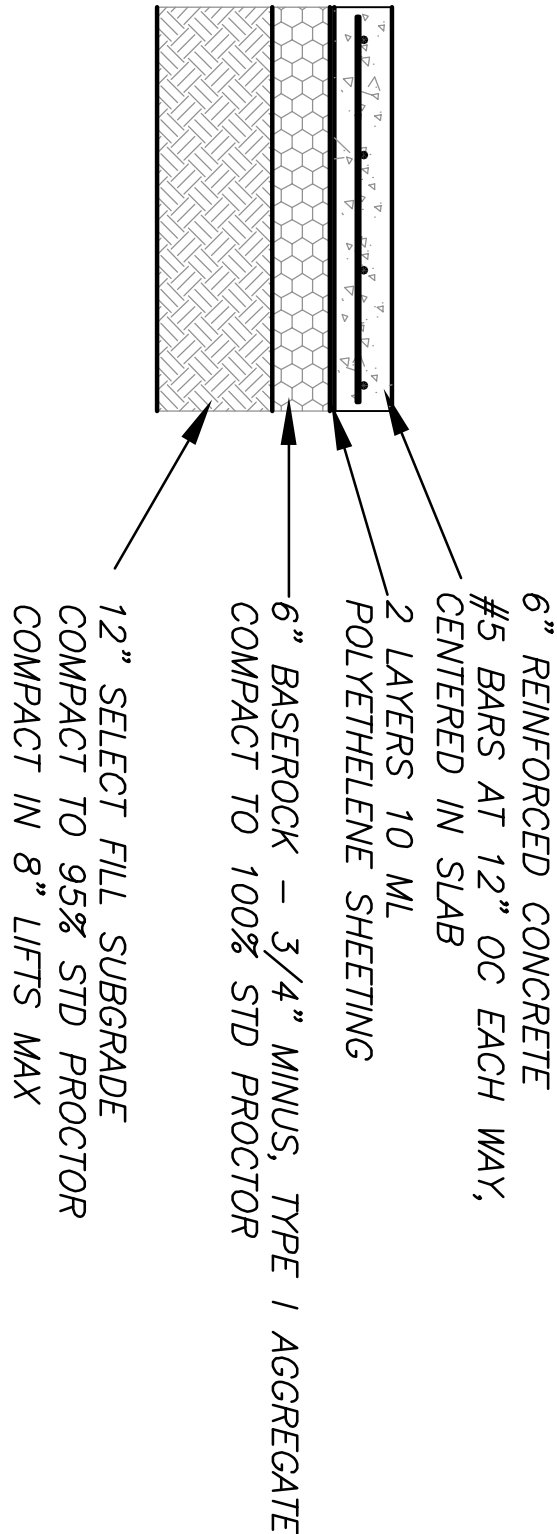
COMMON T-JOINT METHOD EXPANSION JOINT  
BETWEEN COURTS.

## NET POSTS



## REINFORCED CONCRETE

MAIN BID

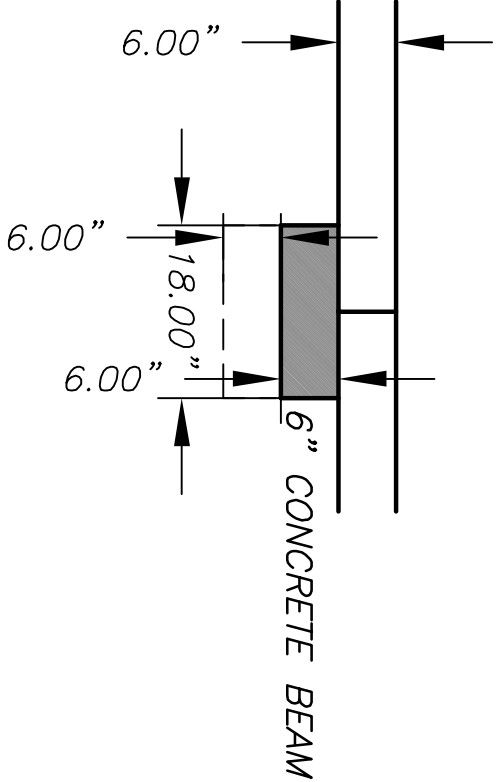


PORTLAND CEMENT TYPE 1 OR 1A, ASTM C 150  
NO CURING COMPOUNDS, 560 #/CY  
MIN CEMENT CONTENT = 560 #/CY  
6% AIR ENTRAINMENT, 4" SLUMP, 3500 PSI  
NOMINAL SIZE OF COARSE AGG = 1.5" MAX, ASTM C33  
6" THICK CONCRETE, MEDIUM BROOM FINISH,  
KEEP CONTINUOUSLY MOIST FOR 7 DAYS.  
#5 BARS AT 12" OC EACH WAY CENTERED IN SLAB,  
TERMINATE STEEL 2" FROM EDGES AND JOINTS  
18" LAP LENGTH  
STEEL IS ASTM A 615 GRADE 60 OR 40

NON-EXTRUDED EXPANSION JOINT FILLER MATERIAL  $\frac{1}{4}$ " THICK  
SHOULD BE INSTALLED AT THE NET LINE AND BETWEEN  
COURTS. BOTTOM EDGE OF FILLER MATERIAL SHALL EXTEND  
BELOW SLAB AND STOP  $\frac{1}{4}$ " BELOW THE SURFACE OF THE  
SLAB AND HELD IN PLACE BY TACK STRIPS. AFTER CURING,  
TACK STRIPS SHALL BE REMOVED AND JOINTS SEALED WITH  
ELASTOMETRIC SEALING COMPOUND TO WITHIN  $\frac{1}{8}$ " OF SURFACE.

IF EACH COURT IS NOT POURED CONTINUOUSLY, ALSO ADD  
EXPANSION JOINT AT NET LINE.

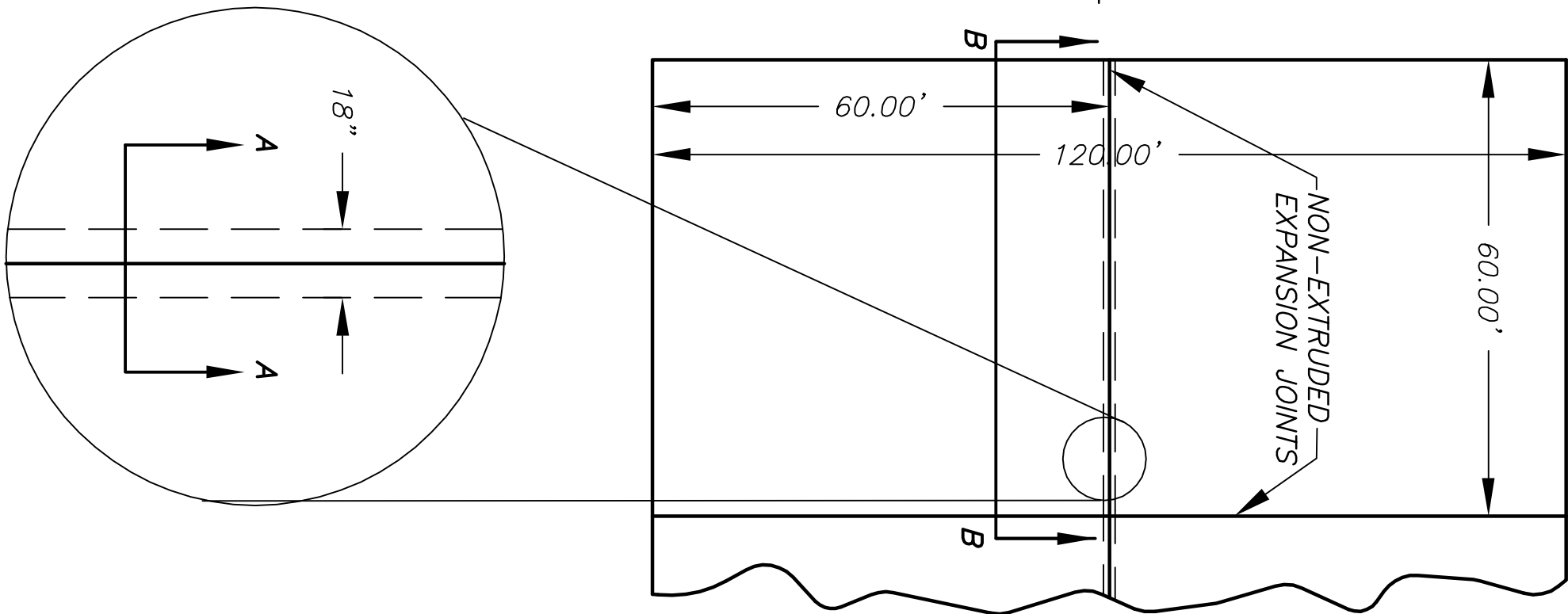
A CONCRETE BEAM 6" THICK AND 18" WIDE SHALL BE CAST  
IN A TRENCH ACROSS THE CENTER OF THE COURT AT THE  
NET LINE FOR SUPPORT OF THE TWO SLABS AT THE  
EXPANSION JOINT. THE BEAM SHOULD BE CAST AT LEAST 24  
HOURS BEFORE THE COURT CONCRETE. BONDING BETWEEN  
THE BEAM AND COURT CONTACT SHOULD BE PREVENTED BY  
PAINTING THE TOP OF THE BEAM WITH A BOND PREVENTING  
MATERIAL. THE BEAM SHALL BE THICKENED TO 12" AT THE  
NET POST LOCATIONS FOR ADDITIONAL STABILITY.



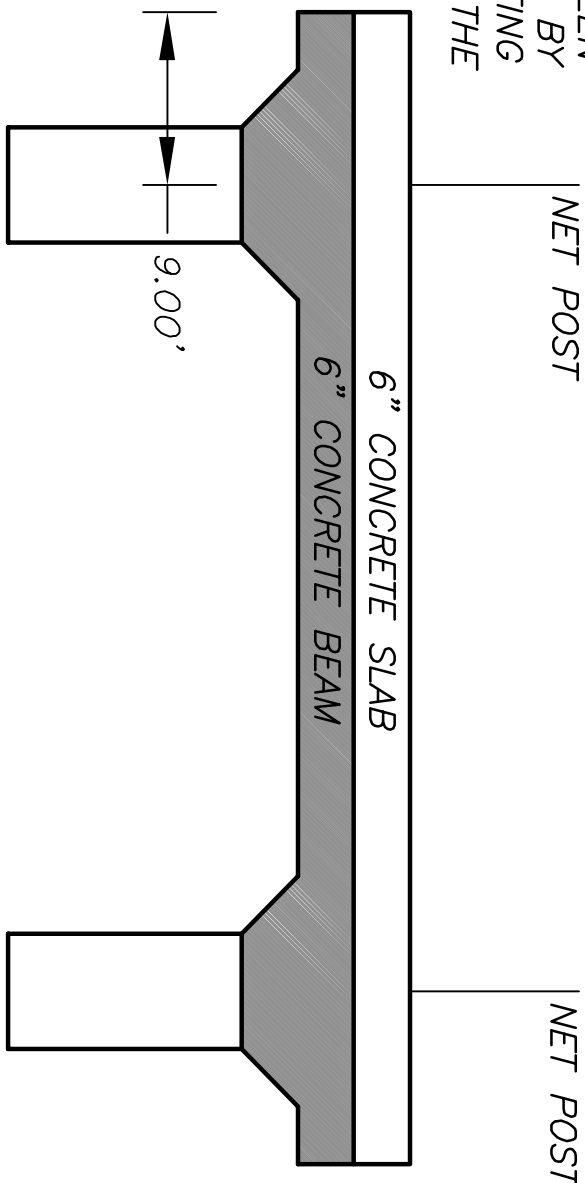
## SECTION A-A

## SILTATION NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING  
ALL SILTATION AND EROSION OF THE PROJECT AREA.  
PERMETER SILTATION CONTROL MUST BE MAINTAINED AT ALL  
TIMES.  
STORMWATER POLLUTION PREVENTION PLAN MUST BE  
STRICTLY ADHERED TO.



## SECTION B-B



## FILL NOTES

ALL WORK TO BE PERFORMED IN ACCORDANCE  
WITH THE MISSOURI STANDARD SPECIFICATIONS  
FOR HIGHWAY CONSTRUCTION.  
WHEN FILL IS REQUIRED, FILL MATERIAL SHALL  
BE PLACED IN 8" LIFTS AND COMPACTED TO  
95% STANDARD PROCTOR.

TAYLOR ENGINEERING L.L.C.

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NAME: JOSEPH E. GABEL  
LICENSE NO.: PE 2010015942  
EXPIRATION DATE: 12/31/2014

CITY OF FARMINGTON  
PUBLIC TENNIS COURTS  
DETAILS

| REVISIONS |      |             |
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