

GASCONADE COUNTY R-1 SCHOOLS

2022 Safety Entry Projects

2/25/2022

For:
Gasconade County R-1 School District
170 Blue Pride Drive
Hermann, Missouri 65041

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Date: February 25, 2022

2022 Safety Entry Work for: Gasconade County R-1
170 Blue Pride Drive
Hermann, MO 65041

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BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 1.01 THE PROJECT:
2022 Safety Entry Project Work for: Gasconade County R-1 - Hermann, MO.
170 Highway 100 West
Hermann, MO 65041
- 1.02 GENERAL INFORMATION:
- A. This document contains instructions to bidders for the project named above. This bidding document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.
- 1.03 TO OBTAIN BIDDING DOCUMENTS CONTACT:
- Gasconade County R-1 School District
170 Highway 100 West
Hermann, MO 65041
Phone: 573-486-2116
- A. The Construction Documents for the proposed work are on file and may be picked up at the Superintendent's office.
- 1.04 DEPOSIT FOR DOCUMENTS:
- A. Invited Contractors may obtain 1 set of Drawings and Specifications at the Superintendent's office. There is no fee for the drawings and specifications.
- 1.05 SUBMISSION OF BIDS:
- A. Submit document 00300 - Bid Form before the time and date below. Late submissions will not be considered. Submit bids in sealed and labeled envelopes with the project name and bidder's name on the outside of the envelope. Mark the envelope: "Bid Enclosed - Do Not Open".

Submit Bid To:

Gasconade County R-1 School District
170 Highway 100 West
Hermann, MO 65041

Date and Time of Day: Wednesday, March 9, 2022 at 3:30 p.m.

1.06 BID FORM:

In order to receive consideration, submit bids in strict accordance with the following:

- A. Enter bids only on the forms provided, properly signed and with all items filled out. Do not change the wording of the Bid Form, and do not add words to the Bid Form. Unauthorized conditions, limitations or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain such erasure or interlineations with a signed statement from the Bidder.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered.
- C. Written bids are due at Gasconade County R-1 School District, 170 Highway 100 West, Hermann, MO 65041, at the previously mentioned day and time. Bids will be opened publicly on the day bids are received. The envelope containing the bid must be sealed and addressed to: Gasconade County R-1 School District, and designated as: 2022 Safety Entry Project Work for: Gasconade County R-1, Hermann, MO. In addition, the envelope shall bear the name of the Bidder, and the date and time of the bid opening. Submit only the original signed copy of the bid.

1.07 BIDDER AND SUBCONTRACTORS:

- A. The Bidder and its proposed subcontractors shall have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

1.08 WITHDRAWAL OF BIDS:

- A. A Bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No Bidder may withdraw its bid after the date and time set for opening thereof for a period of 30 calendar days, and bids shall be subject to acceptance by the Owner during this period strictly in accordance with the proposed Contract Documents.

1.09 AWARD AND RIGHT OF REFUSAL:

- A. The Owner reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the Owner. The owner reserves the right to waive any informalities in, or reject any or all bids or any part of any bid. Any bid received after the time and date specified shall not be considered.
- B. Bidders are cautioned that the quoted services must be provided at the price submitted. No increase in price will be permitted pending acceptance or rejection of the bid. All bids shall be subject to correction or amendment for error or miscalculation.

1.10 EXECUTION OF AGREEMENT:

- A. The Bidders to whom the Contracts are awarded shall, within 3 calendar days after notice of award
- B. provide the Owner a list of all subcontractors and major suppliers/vendors that it anticipates using on the Work. Upon receipt of the Agreement forms from the Owner, the Contractors shall sign and deliver the required copies to the Owner.

- B. At or prior to delivery of the signed Agreement, the Bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bond and Performance Bond as are required by the Owner.
- C. Bonds, Certificates of Insurance and other required submittals shall be approved by the Owner before the successful Bidder may proceed with the Work. Failure or refusal to provide the required submittals or Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required materials.

1.11 ALTERNATES AND ALLOWANCES:

- A. The Owner may include Alternates in the Bid Form which must be completed by the bidder as a part its bid. If the Alternates are not completed, the bid will not be considered responsive and may be rejected by the Owner. See Statement of Work for description of Alternates. The Owner may also require allowances applicable to specific portions of the work. If these allowances are not included, the bid will not be considered responsive and may be rejected by the Owner. See Statement of Work for description of allowances.

1.12 TAXES

- A. This project is tax exempt.

1.13 MISSOURI STATUTES

- A. Bidders must comply with the requirements of Contractor's Licensing Laws of the State of Missouri.

1.14 EXAMINATION OF DOCUMENTS AND SITE OF WORK:

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each Bidder shall fully inform itself prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in its bid a sum to cover the cost of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a Bidder because of the lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination. Contractor site visits are to be scheduled between the hours of 8:00a.m. and 5:00 p.m. Contractors are to notify Godat Architectural Design Services at 573-486-3080 prior to visiting the site.

B. BONDS:

- A. Prior to signing the Contract, the Owner will require the successful bidders to secure and post a Performance Bond in accordance with the law. Costs of such bonds are to be included in the Bid and the agreed Contract Sum.

END OF SECTION

SECTION 00300 - BID FORM

FROM:

DATE:

TO: Gasconade County R-1 School District
170 Highway 100 West
Hermann, MO 65041

Ladies and Gentlemen:

We hereby submit our proposal for the 2022 Safety Entry Work for GASCONADE COUNTY R-1 - Hermann, MO. We have carefully examined the premises and the specifications in total and hereby submit our lump sum proposal for the total work described in the specifications and shown on the plans as per the Base Bid Scope of Work. We agree to perform all work for the sum of:

\$ _____ (\$ _____).

The undersigned further agrees that, if he is notified of the acceptance of this proposal within five (5) days after the time set for the opening of bids, he will execute and deliver a contract for the work, within 5 days of notification of acceptance of this proposal, for the above stated compensation. Contract shall be in the form of the Standard Agreement between Owner and Contractor, as issued by the American Institute of Architects, latest addition. The undersigned hereby declares that all prices given herewith include all taxes payable by virtue of work done, materials and services furnished. The undersigned agrees to accomplish the work in accordance with the Contract Documents and to accept an award of the contract for all the work described above.

The undersigned has examined the site of the work and all the Contract Documents and is familiar with both. He further agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" from the Owner. After receipt of the order to proceed, work will need to be started on June 1, 2022 and be completed by July 31, 2022.

Receipt of addenda numbered _____ is hereby acknowledged.

Dated the _____ day of _____ in the year 2022.

(Name of the Bidder)

(Address of the Bidder)

(Authorized Officer)

(CORPORATE SEAL)

(Title)

(Indicate whether a corporation, partnership, or sole owner. If corporation, list state of incorporation. If partnership, give the names and addresses of all the partners.)

00300-1

SECTION 00700 - GENERAL CONDITIONS

GENERAL CONDITIONS - (AIA DOCUMENT A201)

The General Conditions (AIA document A201) is a part of the contract documents and all the requirements and conditions of this document will be followed as though bound herein. A copy of the General Conditions may be purchased at the AIA book store in the St Louis AIA office.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201 1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

PART 1 - SPECIAL CONDITIONS

1.01 PERMITS, FEES, AND NOTICES: Paragraph 4.7.1 of the General Conditions shall be modified as follows:

4.7.1 Unless otherwise provided for in the Contract Documents, the Owner shall secure and pay for the building permits and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. The Contractor must include any and all special or unusual fee's required and must include the same in the Contract Price. Check with local authorities to verify the requirements for this project.

PART 2 - DEFINITIONS: The following words, when used in this specification shall be construed to having the meaning here given to them:

- A. The word "Owner" means, Gasconade County R-1 School District
- B. The word "Architect" means, the Owner's Architect - Godat Architectural Design Services, L.L.C.
- C. The word "Contractor" means, those having a direct contract with the owner for the furnishing of labor and or materials to complete the work described in the Contract Documents.
- D. The word "Provide" when used in these specifications shall mean furnishing of all labor, materials, equipment transportation and services required.

PART 3 - JOB SAFETY PRECAUTIONS:

- A. The Contractor shall comply with all provisions and requirements of the current Occupational Safety and Health Act and / or the Construction Safety Act (whichever is applicable) and with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for safety of persons or property, or to protect them from damage, injury or loss. The Contractor shall provide suitable fences, barriers and other necessary protection to safeguard the public against any hazards which might arise from the construction work. Such protection shall comply strictly with local Building Codes and Ordinances.
- B. All contractors and subcontractors hired to perform public works must provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees within 60 days of beginning work on the project. All contracts for the construction of public works shall include provisions for the contractor's training requirement and the penalty for failure to provide such training as required by law.
- C. All contractors must provide the school assurances, in the contract, that the contractor does not allow sex offenders or others who are barred from school campuses to work on the school campus. This would include all persons banned by law from being on school premises, including but not limited to, those prohibited by the following policy.

The District prohibits all persons who have pled guilty or *nolo contendere* to or have been convicted of or found guilty of violating the following provisions from being on or within 500 feet of any school building, district property, district activity, or any vehicle used to transport students:

- A: Any of the provisions in Chapter 566 of the Missouri Revised Statutes.
- B: Incest, 568.020, RSMo.
- C: Endangering the welfare of a child in the first degree, 568.045 RSMo.
- D: Use of a child in a sexual performance, 568.080 RSMo.
- E: Promoting a sexual performance by a child, 568.090 RSMo.
- F: Sexual exploitation of a minor, 573.023 RSMo.
- G: Promoting child pornographic material to minors, 573.025, RSMo.
- H: Furnishing pornographic material to minors, 573.040, RSMo.
- I: Any offense in another state, a foreign country, or under tribal, federal, or military jurisdiction that if committed in this state, would be a violation listed above.

PART 4 - DRAWINGS, SPECIFICATIONS AND INSTRUCTIONS: The specifications and accompanying drawings are to be interpreted according to their full intent, meaning, and spirit, whether taken together or separately. Taken together, they shall be deemed to mutually explain each other and to be descriptive of the work to be performed under the contract for this building, but should there be any discrepancy between the drawings and the specifications, the better quality, or greater quality of work, shall take precedence in accordance with the Architect's interpretation.

- A. The figures on the drawings shall be taken in preference to the scale, the details or the larger scale drawings shall be followed in preference to the smaller scale drawings and the descriptive writings on the drawings in preference to the code designating the materials. Should there be anything shown on the drawings, and not described in the specification, or described on, or in the specifications and not on the drawings, the same shall be fully executed and carried out as if drawn, shown or described on both. The Contractor is not to make any alterations or corrections on the drawings, or in the specifications. Should an error, omission or discrepancy appear, the same is to be referred to the Architect for correction immediately before the bids are submitted, or work preceded with.

PART 5 - SALES TAX: This project is tax exempt.

PART 6 - GRADES, LINES AND LEVELS: The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings, and shall report any errors or inconsistencies in the above to the Architect in writing before commencing work.

PART 7 - JOB PLANS: The Contractor shall at all times keep a complete set of specifications and plans secured to a table, available for reference, tape edges to prevent tearing, note changes in dimensions, door swings, etc., as they occur. In addition keep one copy of all addenda change orders and approved shop drawings at the work site.

PART 8 - DEFECTS: The Contractor shall maintain the Owner clear of all expense for replacement of such defective work and for the repair of all damage to other work which may have resulted because of such defective work or which may have been incurred during the work of repair thereto.

PART 9 - ERRORS, OMISSION OR DISCREPANCIES: If any errors, omissions or discrepancies are detected on the drawings, specifications, or other documents, the Contractor shall notify the Architect in writing immediately, before continuing with the work.

PART 11 - PAYMENTS AND COMPLETION:

- A. Before the of the month, the Contractor shall submit, on proper forms, the Construction Administrator an itemized application for payments, supported to the extent required by the Construction Administrator (by receipts of other vouchers), showing payments for materials and labor, payments to subcontractors, and such other evidence of the Contractor's right to payment. Request for payment must be made on AIA forms G702 and G702A, G703. All forms must be typed legible Four (4) copies each.
- B. Monthly payments will be made to Contractor on the basis of 90% of the value of the work, based upon the Contract prices for the Labor and Material incorporated in the structure and of material stored on premises, less previous payments.
- C. Thirty (30) days after the final Acceptance of the building and grounds, a payment sufficient to increase the total payment to 100% of the Contract Price will be made to the Contractor by the Owner, in accordance with the provisions as set forth in the Article 9.7.3 and 9.7.5 of the General Conditions of the Contract. Final request for payment shall be submitted on AIA form G702 and G702A, included with final Change Order AIA form G701.

PART 12 - INSURANCE: Article 11 (Eleven) - "Insurance", of the "General Conditions" shall be supplemented as follows:

- A. All Contractors shall carry insurance as follows:
 - 1. Workman's Compensation Insurance in full compliance with the Workman's Compensation and Occupational Disease Laws of the State of Missouri and Employers Liability coverage in the amount of \$100,000.00
 - 2. Automobile and Truck Insurance of \$250,000.00 / \$500,000.00 Bodily Injury and \$100,000.00 Property Damage.
 - 3. Comprehensive General Liability of \$500,000.00 Bodily Injury and \$100,000.00 Property Damage.
 - 4. Umbrella Liability of \$1,000,000.00 per occurrence coverage over Worker's Compensation, General Liability and Auto Liability.

5. Special Conditions: Construction conditions indicate possible damage to other existing buildings from Special Hazards of excavations, or collapse of other Owners structures and damage to underground facilities or structure, therefore, Contractor shall increase Property Damage limits for his coverage for collapse (C), and underground (U) hazards. Amount of limits should be determined by the building or buildings exposed.
6. Hold Harmless Clause: The Contractor shall insure and hold harmless the Owner, Architect, and Construction Administrator from any law suit arising from the Contractor's employees, from subcontractors and their employees, and from material suppliers and service vendors related to the contract work undertaken as part of the project.
7. The above insurance shall be subject to the Owners approval for adequacy of protection.
8. Submit evidence of insurance coverage, as noted above, with the Owner named as insured party, to the Construction Administrator within 30 days of written notice of contract award.

B. Owner shall carry Insurance as follows:

1. Owners Liability Insurance: Owner shall maintain Contingent Liability Insurance.
2. Fire Insurance: Owner shall maintain and pay premium of Fire and Extended Coverage Insurance an entire structure from beginning of construction. Insurance will be written with Owners Insurance Program.
3. Strike out the words "Vandalism and Malicious Mischief" in paragraph 11.3.1 of the AIA General Conditions. If contractors desire to maintain Vandalism and Malicious Mischief Insurance, they shall notify the Owner and pay the cost of the additional premium. If any contractor chooses not to purchase this insurance, they will be responsible to cover the cost of any required repairs to their work due to vandalism.

Exclusions: This insurance does not cover any tools owned by mechanics, and tool, equipment, and scaffolding, staging towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any cook shanties, bunk houses or other structures erected for housing the workmen.

END OF SECTION

GENERAL REQUIREMENTS

DIVISION 1

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK UNDER THIS CONTRACT: 2022 Safety Entry Work for Gasconade County R-1.

1.02 COORDINATION: Provide administrative and supervisory requirements necessary for coordination of work, including meetings, administrative and supervisory personnel, records, reports, site limitations, installation provisions, cutting and patching, cleaning, protection, conservation, and salvage. Coordinate work with work performed by others, including storage of materials and equipment, and connections and execution of work.

1.03 CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted under Contract. Portions of site beyond areas on which work is indicated are not to be disturbed.
- B. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials and location of storage shed to areas indicated. If additional storage is necessary obtain storage off site.
- C. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave vehicles or equipment unattended with motor running or ignition key in place.
- D. Smoking and open fires will not be permitted within the building enclosure or on premises.
- E. The District is tobacco free - no smoking or chewing tobacco anywhere.

1.04 INDUSTRY STANDARDS:

- A. Applicability of Standards: Except where more explicit or stringent requirements are written into the contract documents, applicable construction industry standards have the same force and effect as if bound into or copied directly into the contract documents. Such industry standards are made a part of the contract documents by reference. Individual specification sections indicate which codes and standards the Contractor must keep available at project site for reference.
- B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the contract documents specifically indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent.
- D. Copies of Standards: The Contract Documents require that each entity performing work be experienced in that part of the work being performed. Each entity will also be required to be familiar with industry standards applicable to that part of the work.

END OF SECTION

01010-1

SECTION 01030 - PREVAILING WAGE DETERMINATION AND CERTIFIED PAYROLL

PART 1 - GENERAL

1.01 SCOPE:

- A. Comply with procedure described in this section as required by this section and when applying for progress payments and final payment under the Contract Documents. Strict compliance with these requirements will insure timely payments. Failure by the Contractor to follow these procedures or submit documents in a timely fashion will delay reviews, approvals, and payments.
- B. Related Work:
 - 1. Documents affecting the work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and the Sections of these General Requirements.
- C. Requirements:
 - 1. Submit Certified Payroll records on form WH347 enclosed in this section each week. Use of computerized payrolls providing the equivalent information contained on form WH347 is acceptable.
 - 2. Contractor shall file form PW-1000 with the State of Missouri upon contract award. Provide a copy of the completed form to the Project Administrator for records.
 - 3. Before final payment is issued, contractor must complete and forward a copy of the AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW to the State of Missouri. Provide a copy of AFFIDAVIT to the Project Administrator for records.
 - 4. Comply with all requirements of the PREVAILING WAGE LAW as contained in this section.
 - 5. Owner will enforce compliance with the Prevailing Wage Law requirements, and will require that weekly Payroll Certification be current prior to processing Applications for Payment.

END OF SECTION

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 28

Section 037

GASCONADE 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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
GASCONADE County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	*19.44
Boilermaker	*19.44
Bricklayer	*19.44
Carpenter	*19.44
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*19.44
Plasterer	
Communications Technician	*19.44
Electrician (Inside Wireman)	*19.44
Electrician Outside Lineman	*19.44
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*19.44
Glazier	*19.44
Ironworker	*19.44
Laborer	*19.44
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*19.44
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*19.44
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*19.44
Plumber	*19.44
Pipe Fitter	
Roofer	*19.44
Sheet Metal Worker	\$52.29
Sprinkler Fitter	*19.44
Truck Driver	*19.44
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.
Public works contracting minimum wage is established for this occupational title using data provided by Missouri
Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
GASCONADE County

Section 037

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$50.87
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*19.44
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$45.43
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.10
Group I	
Group II	
Group III	
Group IV	
Truck Driver	*19.44
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, COORDINATION DRAWINGS, SAMPLES, FIELD MOCKUP PANELS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Coordinate, schedule and sequence the preparation and processing of submittals with the performance of the Work so that the Work will not be delayed.
- B. Submit within one week after the Notice to Proceed, a list of all submittals required by the Contract Documents and a schedule for the submission of all such submittals for review and approval by the Construction Administrator. The Schedule shall show the earliest submission dates practicable and be consistent with the Contractor's schedule for the Work performance. This schedule shall be an integral part of the Contractor's schedule and appropriate review times shall be shown. Any needed revisions to the schedule shall be made immediately upon receipt of the Construction Administrator's review and the schedule resubmitted for approval.
- C. Make the submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements in a timely manner. The Contractor shall be required to make a simultaneous distribution of its submittals to the Construction Administrator and its other consultants, and agents in accordance with the requirements in the technical specifications and any list of distributes provided by the Owner. This will further the interests of the Construction Administrator in expediting submittal reviews.
- D. Certify that all submittals have been reviewed by the Contractor and approved before forwarding them to the distributes required in Paragraph 1.01-C above.
- E. Date all submittals and mark them with the information in Paragraph 1.05-E.
- F. All submittals shall be accompanied by a Transmittal Letter containing the distribution list; review time required; Project name; Contractor's name; date; number of drawings; product data sheets and/or samples; Title; and other pertinent data.
- G. Submit two (2) samples of each type, color and finish of material and accessory. If a color or pattern is not specified, or shown, submit samples of the manufacturer's entire line of standard colors and patterns for selection and approval.
- H. Final color selections and release of shop drawings is contingent upon color selection and may not be made until all samples have been submitted, coordinated and approved, unless authorized by the Construction Administrator.
- I. Samples will be reviewed by the Construction Administrator and Architect for appearance, color, pattern, texture, and finish only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- J. Interim and Final Distributions: Provide additional distribution (not included in the foregoing submittal requirements) of interim and final submittals to subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for the proper performance of the Work. Include such additional copies in the transmittal to the Construction Administrator where required to receive the appropriate "action" stamp before any interim or final distribution.
- K. Related work:
 - 1. Documents affecting the work of this Section include, but are not necessarily limited to, General Conditions, Special Conditions and Sections of these General Requirements.

2. Individual requirements for submittals will also be described in pertinent Sections of the Technical Specifications.
- L. Work not included:
1. Unrequired submittals will not be reviewed.
 2. The Carpentry Contractor may require its subcontractors to provide drawings, setting diagrams and similar information to help coordinate the Work, by such data shall remain between the Contractor and its subcontractors and will not be reviewed.

1.02 CONTROL PROCEDURES

- A. Coordination of submittals:
1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 2. Verify that each item and the submittal for it conform in all respects with the specified requirement.
 3. By affixing the Contractor's signature to each submittal, certify that the coordination has been performed.
- B. Substitutions:
1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when the requirements of Section 01300 are satisfied.
 2. Do not substitute materials, equipment or methods unless such substitution has been specifically approved in writing for this Work by the Architect/Engineer or the Owner.
- C. "Or equal":
1. Where the phrase "or equal", or "or equal as approved by the Architect/Engineer", occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect/Engineer or the Owner.
 2. The decision of the Owner shall be final.

1.03 SUBMITTALS

- A. Make submittals of Shop Drawings, Samples, Product Data, mockups, substitution requests and other items in accordance with the provisions of this Section.
- B. Shop Drawings
1. Description: Original drawings prepared by the Contractor, subcontractor, supplier or distributor, which illustrates some portion of the Work, including, but not necessarily limited to fabrication, layout, setting or erection details.
 2. Cross reference shop drawings to the Contract Drawings and Specifications and detail all work included. Indicate dimensions, materials, fastening, anchorages, joinings, sealing, backing, utility requirements, rough-in and adjacent related conditions.

3. Submit coordination drawings relating Contractor's Work to all HVAC, plumbing, electrical, sprinkler, duct work, etc. Individual drawings for any single element will not be accepted or reviewed unless the coordinated drawings have been previously approved.
4. Submit sepias or prints of each shop drawing to the distributes specified, including fabrication, erection, layout, setting drawings, and other drawings as required in the various sections of the Specifications.
5. Reproductions of Contract Drawings are not acceptable as shop drawings, unless specifically approved by architect.
6. After shop drawings have been reviewed and corrections noted, one print will be retained by the Architect/Engineer, Owner and appropriate consultants, and the shop drawings will be returned to the Contractor for appropriate action.
7. Contractor is responsible for obtaining and distributing required prints of shop drawings to its subcontractors and material suppliers after, as well as before, final approval.
8. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
9. Types of prints required:
 - a. Submit Shop Drawings in the form of blueline or blackline prints of each sheet as indicated on the distribution list.

C. Product or Catalog Data

1. Manufacturer's standard drawings will be modified to delete non-applicable data or include applicable data so that a complete, accurate submittal is transmitted.
2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data.
 - a. Mark each copy to identify pertinent materials, products or models.
 - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
3. After data sheets have been checked and corrections noted, one (1) copy will be retained by the Architect/Engineer, the Owner and appropriate consultants, and the remainder returned to the Contractor for appropriate action. The Contractor is responsible for any additional distributions to its subcontractors and/or suppliers.

1.04 CONTRACTOR'S RESPONSIBILITIES

- A. Prepare a submittal list with pertinent review times and a submission schedule that is consistent with the overall Project requirements and the distributions required.
- B. Review shop drawings, product and catalog data, mockup panels, substitutions and samples prior to submission to the Architect.
- C. Verify field measurements, field construction criteria, catalog numbers and similar data. Certify that the Contractor has reviewed the submittals for accuracy and completeness before submissions.

- D. Coordinate each submittal with the Work of the Project, Contract Documents and the Architect's review and comment requirements.
- E. Contractor's responsibility for errors and omissions in the submittals or deviations from Contract Documents is not relieved by the Architect's review of the submittals.
- F. Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by Architect's review of submittals, unless the Architect gives written acceptance of specific deviations.
- G. Notify the Architect in writing of deviations from the requirements of the Contract Documents at the time submittals are made.
 - 1. A "deviation" shall be construed to mean a minor change to the sequence indicated on the Drawings or as specified. A "deviation" is not intended to allow substitutions or product options.
 - 2. In addition to notifying Architect in writing of deviations, circle deviations on shop drawings or other submittals.
- H. Do not begin work which requires submittals until submittals have been returned with Architect's stamp and initials or signature indicating review and approval.
- I. Before and after reviews, distribute sepias, prints, samples and copies as required by the Technical Specifications and in accordance with the approved distribution list.

1.05 SUBMITTAL REQUIREMENTS

- A. Within one (1) week after the Notice to Proceed, submit a list of submittals by Specification Section, a listing of dates submittals are expected to be made and review times required for Architect review and approval.
- B. Make submittals according to the Contractor's approved schedule.
- C. The procedure for the submittals, including number and types of copies for shop drawings, catalog cuts, certifications and samples shall be as indicated on the distribution list.
- D. The Architect may require submittals for other shop drawings or procedures.
- E. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Project identification.
 - 3. Contract number.
 - 4. The names of: Owner, the Architect/Engineer, Contractor, subcontractor, supplier, manufacturer, and separate detailer, when appropriate or pertinent.
 - 5. Identification of product or materials.
 - 6. Relationship of product to the area, building or adjacent structure or materials.
 - 7. Clearly identified field dimensions, when known.
 - 8. Specification Section number.

9. Applicable standard, such as ASTM or other.
10. Identification and description of any deviations from the Contract Documents.
11. Request for selection of colors, patterns and/or textures for materials contained in submittals. Provide each and every item of finish, including color, pattern and texture as selected or approved by the Architect.
12. Contractor's stamp, initialed or signed, certifying to review of submittal, compliance with Contract Documents and verification of field measurements when applicable.

1.06 RESUBMISSION REQUIREMENTS

- A. Shop drawings:
 1. Review the drawings and indicate revision date as required, and resubmit as specified for an initial submittal, citing the original submittal number and date.
 2. Indicate on the drawings any changes which have made other than those requested by Owner.
- B. Product and catalog data and samples: Submit new data and samples as required for first submittals, citing the original submittal number and date.
- C. Mockup panels: Panels shall be redone to meet the specified requirements and reviewed again as required in this Section.
- D. Follow document control procedures as described in Section 01390.

1.07 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Make distributions of copies, samples, data and drawings in accordance with the approved distribution list.

1.08 OWNER'S RESPONSIBILITIES

- A. Review submittals with reasonable promptness on the basis of the design concept of the Project and information contained in the Contract Documents only.
 1. Attention is directed to the fact that Architect's review is only to check for general conformance with the design concept of the Project and general compliance with the Contract Documents. No responsibility is assumed by the Architect for correctness of dimensions, details, quantities, procedures shown on shop drawings or submittals.
 2. Any omission in the shop drawings of any materials indicated in the Contract Drawings, mentioned in Specifications, or required for proper execution and completion of the Work, does not relieve the Contractor from responsibility for providing such materials. Contractor is responsible for accuracy, dimensions, quantities, strength of connections, coordination with various trades and conformance to specified requirements.
 3. Approval of a separate or specified item does not necessarily constitute approval of an assembly in which item functions.
- B. Furnish materials selections, and selection of approval of each and every item of color, pattern and texture of materials contained in the Work.
- C. Affix stamp and initials or signature acknowledging review of the submittal as follows:
 1. Approved as drawn.

2. Approved as noted.
3. Approved as corrected. Resubmit.
4. Not approved.

D. Return submittals to Contractor for distribution.

PART 2 - PRODUCTS

2.01 REQUIREMENTS

- A. The products identified and shown on the submittals transmitted under this Section shall satisfy the requirements of the Contract Documents.

PART 3 - GENERAL

3.01 GENERAL

- A. Make submittals in complete conformance with PARTS 1 and 2 of this Section.
- B. Maintain an accurate submittal log and distribution list for the duration of the Work, showing current status of all submittals and distributes at all times. Make the submittal log available to the Architect/Engineer and Owner for their review upon request.
- C. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 2. The Contractor may be held liable for delays so occasioned.
- D. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals and for placing orders and securing delivery. In scheduling, allow at least the number of days for review by the Architect/Engineer, and others as originally approved, following receipt of the submittal.

END OF SECTION

SECTION 01710 - CLEANING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Maintain Jobsite, surrounding areas, roads, sidewalks, and public properties free from accumulations of soil, mud concrete residue, waste, debris and rubbish caused by operations.
- B. At the completion of the Work, remove waste materials, soil, mud, concrete residue, rubbish, tools, equipment, machinery, surplus materials and clean all sight-exposed surfaces. Leave Jobsite clean and ready for occupancy.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by the manufacturer of the materials of the surface to be cleaned.
- B. Use cleaning materials only on the surfaces recommended by the cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING - GENERAL

- A. Conduct all cleaning and disposal operations in accordance with legal requirements. Do not burn or bury rubbish and waste materials on the Jobsite. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains. Contractor shall be completely responsible of the use and removal of any hazardous materials, including notices to its workers, compliance with all of the manufacturers directions and handling/disposal in accordance with all applicable laws.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from the premises daily.
 - 2. Prevent accumulation of wastes which may create hazardous conditions.
 - 3. Provide adequate ventilation during the use of volatile or noxious substances.
- C. Satisfy all of the requirements set forth in the statement of Work in the Agreement relating to materials and their cleanup, removal administration, documentation, storage, transportation, handling, and disposal.

3.02 CLEAN-UP DURING CONSTRUCTION

- A. Execute cleaning to ensure that the Jobsite, premises and adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to settle dust.
- C. At reasonable intervals during the progress of Work, clean the Jobsite and public properties and dispose of waste materials, debris and rubbish.
- D. Provide dump containers on the Jobsite for the collection of waste materials, debris and rubbish. Permit Owner's other contractors to place waste materials, debris and rubbish in the containers provided by this Contractor.
- E. Remove waste materials, debris and rubbish from the Jobsite, premises and adjacent and public properties and legally dispose of the waste at public or private dumping areas off Owner's property.
- F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from any height.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

- A. In preparation for substantial completion or occupancy, conduct a final inspection of sight-exposed interior and exterior surfaced, and of concealed spaces.
- B. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials, from sight-exposed interior and exterior finished surfaces. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel and factory baked-on enamel surfaces.
- C. Repair, patch and touch-up marred surfaces to the specified finish and to match adjacent surfaces as appropriate.
- D. Broom clean/hose down paved surfaces and rake clean other surfaces of the grounds.
- E. Owner will assume responsibility for cleaning as of time designated on the Certificate of Substantial Completion for the Owner's acceptance of the Work or a portion thereof.

END OF SECTION