Matt Blunt
Governor

David L. Mosby, CFM
Director

Michael N. Keathley
Commissioner

State of Missouri
OFFICE OF ADMINISTRATION
Division of Facilities Management
Design and Construction
840 Truman Building, 301 West High Street
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Jefferson City, Missouri 65102
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(573) 751-1003
FAX (573) 526-4138

NOTICE TO POTENTIAL BIDDERS

In order to avoid misunderstandings, confusion, unnecessary state and/or bidder expense and potential forfeiture of surety bond, all bidders will be assumed to have thoroughly reviewed and completely understand all provisions of this Request for Proposal (RFP).

Your particular attention is invited to the following:

All provisions of this RFP apply equally to premises that currently exist (even if a state agency is currently occupying the premises) or proposed new construction.

The provisions of the RFP are revised at least annually to reflect changes in agency requirements, leasing policy, codes and state/federal statutory changes. Therefore, each RFP must be thoroughly reviewed by the bidders.

Section "A" - Definitions of the RFP is very important as it forms the basis for understanding and complying with the RFP Proposals that do not comply with mandatory provisions will be declared non-responsive and disqualified from consideration.

The Division of Facilities Management, Design and Construction is the state's exclusive representative in any and all actions related to leased premises. No individual, organization or agency other than the Division of Facilities Management, Design and Construction has authority to obligate the state or waive any provision of this RFP in any form; verbal, written or otherwise.

All questions regarding this proposal must be directed to Division of Facilities Management, Design and Construction, Real Estate Services Section, Telephone No. (573) 751-1003.

Your interest in working with us to achieve the mission of the state agencies is appreciated.

LAC:rcw

Rev. 12/23/05

STATE OF MISSOURI

OFFICE OF ADMINISTRATION

FACILITY SPECIFICATIONS

AND

PROPOSAL FORM

for the

Department of Social Services (DSS), Family Support Division and Children's Division;
Department of Health and Senior Services (DHSS);
and the Department of Corrections (DOC), Board of Probation and Parole
New Madrid County
New Madrid, Missouri

RFP No. 07201765

This document constitutes a Request for Proposal (RFP)
including prices from qualified individuals and organizations
to furnish 9,279 net rentable square feet of leased office space
and should be located within the city limits of New Madrid, Missouri.

A pre-bid conference regarding this bid will be held on May 10, 2006 at 9:00 a.m.
at the Department of Social Services' office, 350 US Highway 61 South, New Madrid, Missouri.
Attendance at this conference is highly recommended for those who wish to submit a bid.
Bidders should bring a copy of the specifications as this will be used as the agenda.

Bidders are strongly encouraged to advise the Division of Facilities Management, Design and Construction
at least **five** days prior to a scheduled bid opening or
conference of any special accommodations needed for disabled persons who
will be attending the opening or conference so
accommodations can be made.

All questions regarding this Request for Proposal must be directed to:
Tom Shea, Coordinator
Division of Facilities Management, Design and Construction, Real Estate Services Section
Telephone # (573) 526-6774
Facsimile # (573) 526-4138

All Proposals must be received no later than 1:30 p.m. on June 14, 2006.

Rev. 8/04/05 – TS:rcw

INDEX

BID PACKAGE FOR THE STATE OF MISSOURI

ATTACHMENTS

A. Summary of Critical Information

B. Office and Support Space Summary Form

C. Agency Special Requirements

D. Proposal Forms

E. Definitions

F. Instructions to Bidders

G. Specifications for Office Space

H. Janitorial Service Schedule

I. Proposal Evaluation

J. Bid/Evaluation/Award & Lease Process

K. Sample State Lease

L. Prevailing Wage Listing

M. Preference for Historic Buildings and/or Buildings Located Within a Specialized District

N. Construct Schedules, Progress Reports, Extensions, Etc.

ATTACHMENT A

SUMMARY OF CRITICAL INFORMATION

1. Location: Should be within the city limits of New Madrid, Missouri

2. Square Footage Required: 9,279

3. Bid Opening Date: June 14, 2006

4. Bid Surety Amount: $ 5,000.00 Effective Date: June 14, 2006 To September 14, 2006

5. Performance Surety Amount: $ 10,000.00

6. Target Date for Completion: January 31, 2007 Target Date for Occupancy: February 1, 2007

7. Term of Lease: 5 years (one-year, with four one-year renewals)

8. Number of Employees: 45

9. Total Number of Parking Spaces: 65 Number of Accessible Spaces: 3

10. Staff Restrooms: Male 1 Female 1 Unisex 1

11. Public Restrooms: Male 1 Female 1 Unisex 2

12. Number of Hi/Lo Water Coolers: 2

13. Number of Workstations: 65

14. AMP/BTU Data Requirements:

SPACE	EQUIPMENT TYPE	NUMBER	AMPS	BTUs/HR	TOTAL AMPS	TOTAL BTUs/HR
Data/Telecom	Controller/Modem		See Agency Attachment C			
Office	Terminals/Printer	54/12	3/6	66,289/30,075	251	96,364

15. Growth will be built out as open space.

16. The Tenant agency will install systems furniture.

17. Description of Program's use of Space: Hours 7 a.m. to 6 p.m. Number of Clients
Peak Periods of Traffic 9 a.m. to 4 p.m. Brief Description DSS & DHSS - Administrative offices to assist low income and elderly citizens of Missouri. DOC - Administrative office to maintain contact and supervision of clients.

ATTACHMENT B

	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments
Family Support Division				
Social Service Mgr. Band 1	1	120	120	Private
IM Supervisor I	1	96	96	Open
IM Caseworker	14	64	896	Open
Senior Office support Assistant	1	64	64	Open
Office Support Asst.	2	64	128	Open
IM Supervisor I	1	96	96	Open
IM Caseworker	3	64	192	Open
Staff Total	23		1,592	
FSD Support Area				
FSD Interview Booths	4	45	180	Open
FSD File Area	1	300	300	Open
FSD Misc. Equipment	1	150	150	Open
FSD IM Storage Room	1	120	120	Private
Support Space Subtotal:			750	
FSD Staff & Support SF Total	23		2,342	
Childrens Division				
Social Service Mgr. Band 1	1	120	120	Private
Social Service Supervisor I	1	96	96	Open
Social Service Worker I/II	8	64	512	Open
Office Support Asst.	1	64	64	Open
Staff Total	11		792	
CD Support Area				
CD Family Visitation Room	1	120	120	Private
CD Observation Room	1	48	48	Private
CD Team Meeting Room	1	144	144	Private
CD File/ Storage	1	175	175	Private
CD Misc. Equipment	1	125	125	Open
Support Space Subtotal:			612	
CD Staff & Support SF Total	11		1,404	
Veterans Commission				
Verterans Service Officer	1	96	96	Open
Staff Total	1		96	
Heath and Senior Services				
Long Term Care Specialist	1	64	64	Open
Social Service Worker II	2	64	128	Open
Staff Total	3		192	

ATTACHMENT B

	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments
Probation & Parol Staff				
Unit Supervisor	1	120	120	Private
Probation & Parole Officer	6	96	576	Open
Clerk Typist	1	64	64	Open
Staff Total	8		760	
P&P Support Area				
P&P Urinalysis Room	1	60	60	Private
P&P Unisex Client Restroom	1	60	60	Private
P&P Interview Room	1	80	80	Private
P&P Storage Room / Misc. Equip	1	150	150	Private
P&P Mail / Copy / File Area	1	200	200	Open
P&P Reception / Waiting Area	1	150	150	Open
Support Space Subtotal:			700	
P&P Staff & Support Total			1,460	
Total of all Staff & Support Space			5,494	

Core Space	Qty.	Sq. Ft.	Total Sq. Ftg.	
Reception Area (DSS, Vets, DHSS)	1	350	350	Private
Break room	1	240	240	Private
Unisex Client Restroom	1	60	60	Private
Womens Staff Restroom (2Lav & 2 waterclosets)	1	150	150	Private
Mens Staff Restroom	1	60	60	Private
Interview Room	2	80	160	Private
Conference Room	1	480	480	Private
Data Closet	1	80	80	Private
Janitor Closet	1	64	64	Private
Core Space Subtotal:			1,644	

Total of Staff, Support & Core Subtotals w/o Circulation:		7,138	
Departmental Circulation Factor:	30%	2,141	
Projected Total Departmental S.F. w/ Circulation:		9,279	

ATTACHMENT B

	Qty.	Sq. Ftg.	Total Sq. Ftg.	Comments

Allocation of Staff & Support Space	Sq. Ft.	%
FSD Staff & Support SF Total	2,342	42.63%
CD Staff & Support SF Total	1,404	25.56%
Veterans Staff Total	96	1.75%
Health & Senior Services Staff Total	192	3.49%
P&P Staff & Support Total	1,460	26.57%
Total of all Staff & Support Space	5,494	100.00%

Allocation of Common Area & Circulation	Sq. Ft.
FSD	1,614
CD	967
Veterans	66
Health & Senior Services	132
P&P	1,006
Total of all Common Area & Circulation	3,785

Total Allocation of Staff, Support & Common	Sq. Ft.
FSD	3,956
CD	2,371
Veterans	162
Health & Senior Services	324
P&P	2,466
Total	9,279

ATTACHMENT C

UPDATES TO SPECIFICATIONS

The following special requirements are in addition to the specifications listed in Attachment G, Specifications for Office Space. When a conflict occurs, the following specifications supersede the specifications listed in Attachment G.

ATTACHMENT C

ADDITIONAL SPECIFICATIONS FOR OFFICE SPACE

DEPARTMENT OF SOCIAL SERVICES

FAMILY SUPPORT DIVISION

AND CHILDREN'S DIVISION

C-1. BABY CHANGING STATIONS: Baby changing stations must be installed in public restrooms. (Ref. G-2.10)

C-2. INTERVIEW AREA: A counter should be installed in all interview booth(s). The counter height must be 31" high and have a computer keyboard pullout under the counter on the staff side. Floor to ceiling walls should be installed between the interview booths. A 12" X 12" transparent mirror must be provided in the worker access doors of the interviewing areas, hearing rooms and genetic testing rooms, viewable from worker area. (Ref. G-3)

C-3. RECEPTION AREA

C-3.1 Reception window(s) and ledge must be installed between client reception area(s) and clerical area(s).

C-3.2 The receptionist should be isolated from the clientele with a solid core door and a keyless lock.

C-3.3 The reception window and ledge should measure 48" wide X 36" high and 36" high from finished floor. The window should be clear ¼" laminated glass with a 3" speak-hole and a 3" X 14" gap between ledge and glass. The ledge should be a 16"D high-pressure laminate shelf mounted 36" from finished floor to tip of counter.

C-4. DATA/TELECOMMUNICATIONS REQUIREMENTS (Ref. G-5)

C-4.1 Electrical: To accommodate data, the Lessor must provide four dedicated, non-switched, grounded 120V AC circuit(s) with one duplex receptacle on each circuit. One of the receptacles must be a NEMA L-5-15R (locking) receptacle. To accommodate telecommunications, the Lessor must provide one dedicated, non-switched, grounded 120V AC circuit(s) with two duplex outlet(s) on each circuit.

C-4.2 Raceways: The Lessor must prepare the facility to accommodate the installation of communications wiring to all workstations and/or work areas by utilizing enclosed raceways. Accessibility for wiring may be attained by conduit through the walls, conduit or raceway through finished (Sheetrock) ceilings, space above suspended ceilings, raised flooring equivalent to Walker Duct, or false columns. The communications raceway must be sized for a minimum of .18 square inch per workstation in the floor duct or raceway. A minimum 3/4" conduit will be required to accommodate the wiring to each workstation and to a 2" X 4" box at the workstation. A single conduit and box will facilitate both data and telecommunications cable/wire. (Ref. G-5)

C-4.3 Each workstation requires one data/telecommunications (d/t) box with conduit and one dedicated electrical duplex receptacle. In addition, conference room(s), interview room(s), interview booth(s), storage room(s), family visitation room(s), observation room(s), team meeting room(s), hearing room(s), each docking station and the one-stop room is designated as a workstation. All printer locations require a dedicated electrical receptacle as well as 2" X 4" d/t box with conduit, while copiers, shredders and postage machines require a dedicated electrical receptacle only. Fax machines require a general electrical receptacle and a 2" X 4" d/t box with conduit. (Ref. G-5)

C-4.4 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes. The agency will contract to have the cable/wire pulled and provide the termination hardware.

C-4.5 Electrical Power Requirements

EQUIPMENT TYPE	NO	AMPS	BTU/HR	DESIGNATED ELECTRIC	MAXIMUM PER #20 AMP CIRCUIT
Computers	43	3	52,786	Yes	4
Printers	10	6	24,552	Yes	2
Copiers	1	10	4,092	Yes	1
Shredder	--	--	--	Yes	1
Postage Equipment	--	--	--	Yes	1
Fax Machines	2	--	--	No	1

Total Workstations = 43 (growth included)

Total Printers and Faxes = 12

Total 2" X 4" Data/Telecommunications Boxes = 55

C-4.6 Amp/Btu Data/Telecommunications Room Requirements: See attached for equipment listing.

EQUIPMENT TYPE	NO	AMPS	BTU/HR	TOTAL AMPS	TOTAL BTU/HR
Controller	--	--	--	--	--
Modem/Data	1	20	8,184	20	8,184
Router/Server	1	20	8,184	20	8,184
DAP/HUB	3	.5	204	1.5	613
Telephone System	1	305	--	3.5	1,432

C-5. EMPLOYEE ENTRANCE: A lighted separate employee entrance must be located to the rear or side of the facility away from the public entrance. A keyless lock (Simplex L1000 or equivalent) with panic hardware and lock guard and closer must be installed on the staff entrance, along with a viewing device.

C-6. SOLID CORE DOORS WITH METAL FRAMES AT CLIENT-TO-WORKER ACCESS (i.e. interview/observation areas, conference rooms, reception areas) must be equipped with keyless locks (Simplex L1000 or equivalent), lock guards and closers.

• C-7. POWER-ASSISTED DOORS should be provided for both doors of an airlock set on one leaf of each pair of doors in an airlock set at the main entry. Power-assisted door(s) must comply with ANSI BHMA A.156.19-1984. Such doors shall not open to back-check faster than three seconds and shall require no more than 15 LBF (66.6N) to stop door movement.

C-8. TRANSPARENT MIRROR: A 3' X 4' transparent mirror with a mini-blind on the observation side must be provided between the observation room and the family visitation/therapy room.

C-9. INSULATION: Sound insulation, 3-1/2" fiberglass batting, must be provided within all side walls and the ceiling above for the following: hearing rooms, one-stop rooms, interview rooms and family visitation rooms.

C-10. ONE-TIME PAYMENTS: • Denotes all items to be priced separately as a one-time payment. All bid proposals must include the separate pricing as shown on Attachment D, Section 1.5. Consideration of the cost of the one-time payment(s) will be evaluated during the subjective review of the bid proposals. It will be at the sole discretion of the State of Missouri to proceed with the one-time payment(s) based on programmatic needs, availability of funds and reasonable costs.

NEW MADRID COUNTY POWER REQUIREMENTS

DATA ROOM C-4.6	NO	AMPS	BTU
DSU/CSU	1	.32	130
Router	1	1.5	613
LR 600 APC	1	--	1,020
Cisco Switches	2	3.2	1,309
SMS Server	1	10	4,092
Server Monitor	1	1.8	736
Subtotal		16.82 (20)	7,900
20% Growth		5.0	
ITSD Test Equipment		20.0	
Total Data Room		45	18,414

1 outlet should be NEMA L5-15R

OFFICE AREA C-4.5

43 Workstations/Monitors X 5.4 Amps =	232 Amps
10 Laser Printers X 9.8 Amps =	98 Amps
Total for Office Area =	330 Amps

43 Workstations/Monitors X 2,209 BTU =	94,987 BTU
10 Laser Printers X 4,010 BTU =	40,100 BTU
Total for Office Area =	135,087 BTU

ATTACHMENT C

ADDITIONAL SPECIFICATIONS FOR OFFICE SPACE

DEPARTMENT OF HEALTH AND SENIOR SERVICES

C-1. RECEPTION AREA

C-1.1 The receptionist's area must be isolated from the clientele; there must be a single lockable door to the receptionist's workspace, accessible only through the employee work area. The receptionist's area must be positioned to enable full view of persons entering and exiting the building.

C-1.2 The interview room(s) must be adjacent to the reception area and have restricted access to the rest of the building.

C-2. DATA/TELECOMMUNICATIONS REQUIREMENTS: Will use common data room. (Ref. G-5)

C-2.1 Raceways: The Lessor must prepare the facility to accommodate the installation of communications wiring to all workstations and/or work areas by utilizing enclosed raceways. Accessibility for wiring may be attained by conduit through the walls, conduit or raceway through finished (Sheetrock) ceilings, space above suspended ceilings, raised flooring equivalent to Walker Duct, or false columns. The communications raceway must be sized for a minimum of .18 square inch per workstation in the floor duct or raceway. A minimum 3/4" conduit will be required to accommodate the wiring to each workstation and to a 2" X 4" box at the workstation. A single conduit and box will facilitate both data and telecommunications cable/wire. (Ref. G-5)

C-2.2 Each workstation requires one data/telecommunications (d/t) box with conduit and one dedicated electrical duplex receptacle. In addition, conference room(s), interview room(s), interview booth(s), family visitation room(s), observation room(s), team meeting room(s), hearing room(s), each docking station and the one-stop room is designated as a workstation. All printer locations require a dedicated electrical receptacle as well as 2" X 4" d/t box with conduit, while copiers, shredders and postage machines require a dedicated electrical receptacle only. Fax machines require a general electrical receptacle and a 2" X 4" d/t box with conduit. (Ref. G-5)

C-2.3 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes. The agency will contract to have the cable/wire pulled and provide the termination hardware.

C-2.4 Electrical Power Requirements

EQUIPMENT TYPE	NO	AMPS	BTU/HR	DESIGNATED ELECTRIC	MAXIMUM PER #20 AMP CIRCUIT
Computers	3	9	3,683	Yes	3
Printers	1	9	3,683	--	2
Copiers	1	12	4,910	Yes	1
Shredder	--	--	--	--	--
Postage Equipment	--	--	--	--	--
Fax Machines	--	--	--	--	--

Total Workstations = 3 (growth included)

Total Printers and Faxes = 1

Total 2" X 4" Data/Telecommunications Boxes = 4

The designated electrical requirements are in addition to the electrical requirements set forth in G-2.13.3.

C-2.5 Amp/Btu Data/Telecommunications Room Requirements: Will use common data room and consolidate with Department of Social Services' system.

C-3. EMPLOYEE ENTRANCE: A lighted separate employee entrance should be located to the rear or side of the facility away from the public entrance. A keyless lock (Simplex L1000 or equivalent) with panic hardware and lock guard and closer should be installed on the staff entrance, along with a viewing device.

C-4. ONE-TIME PAYMENTS: • Denotes all items to be priced separately as a one-time payment. All bid proposals must include the separate pricing as shown on Attachment D, Section 1.5. Consideration of the cost of the one-time payment(s) will be evaluated during the subjective review of the bid proposals. It will be at the sole discretion of the State of Missouri to proceed with the one-time payment(s) based on programmatic needs, availability of funds and reasonable costs.

ATTACHMENT C

ADDITIONAL SPECIFICATIONS FOR OFFICE SPACE

DEPARTMENT OF CORRECTIONS

BOARD OF PROBATION AND PAROLE

C-1. LAYOUT: The leased space should be on one level for maximum security.

C-2. CONFERENCE ROOM

C-2.1 The conference room door should be solid core with an entrance lock, which is lockable only from the inside and keyed from the outside of the conference room.

• C-2.2 Interview Room: The interview room(s) door(s) must have a safety glass window or sidelight.

C-3. URINALYSIS ROOM

C-3.1 The urinalysis (UA) room must be equipped with the following:

• C-3.2 A chemical resistant countertop with single sink and gooseneck faucet with hot and cold water. A dispenser for soap, paper towels and toilet paper is also required.

• C-3.3 Lockable storage cabinets above the counter.

• C-3.4 Lockable cabinets below the sink with room for a compact refrigerator inside the cabinet and an electrical outlet for the refrigerator.

C-3.5 One freestanding water closet that is accessible for disabled persons.

C-3.6 A floor drain should be provided.

• C-3.7 The UA room must have a keyless lock, with a lock guard, on the door.

C-4. Ceiling height should be a minimum of 9' in the open space to accommodate 74" high systems furniture. (Ref. G-3.4.1)

C-5. DATA/TELECOMMUNICATIONS REQUIREMENTS (Ref. G-5)

C-5.1 Electrical: To accommodate data, the Lessor must provide two dedicated, non-switched, grounded 120V AC circuit(s) with one duplex receptacle on each circuit. One of the receptacles must be a NEMA L-5-15R (locking) receptacle. To accommodate telecommunications, the Lessor must provide one dedicated, non-switched, grounded 120V AC circuit(s) with two duplex outlet(s) on each circuit.

C-5.2 Raceways: The Lessor must prepare the facility to accommodate the installation of communications wiring to all workstations and/or work areas by utilizing enclosed raceways. Accessibility for wiring may be attained by conduit through the walls, conduit or raceway through finished (Sheetrock) ceilings, space above suspended ceilings, raised flooring equivalent to Walker Duct, or false columns. The communications raceway must be sized for a minimum of .18 square inch per workstation in the floor duct or raceway. A minimum 3/4" conduit will be required to accommodate the wiring to each workstation and to a 2" X 4" box at the workstation. A single conduit and box will facilitate both data and telecommunications cable/wire. (Ref. G-5)

C-5.3 Each workstation requires one data/telecommunications (d/t) box with conduit and one dedicated electrical duplex receptacle. In addition, conference room(s), interview room(s), interview booth(s), family visitation room(s), observation room(s), team meeting room(s), hearing room(s), each docking station and the one-stop room is designated as a workstation. All printer locations require a dedicated electrical receptacle as well as 2" X 4" d/t box with conduit, while copiers, shredders and postage machines require a dedicated electrical receptacle only. Fax machines require a general electrical receptacle and a 2" X 4" d/t box with conduit. (Ref. G-5)

C-5.4 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes. The agency will contract to have the cable/wire pulled and provide the termination hardware.

C-5.5 Electrical Power Requirements

EQUIPMENT TYPE	NO	AMPS	BTU/HR	DESIGNATED ELECTRIC	MAXIMUM PER #20 AMP CIRCUIT
Computers	8	3	9,820	Yes	6
Printers	1	5	1,840	Yes	2
Copiers	1	15	5,652	Yes	1
Shredder	1	3	624	Yes	1
Postage Equipment	1	10	1,680	Yes	1
Fax Machines	1	1	336	No	1

Total Workstations = 9 (growth included)

Total Printers and Faxes = 2

Total 2" X 4" Data/Telecommunications Boxes = 11

The designated electrical requirements are in addition to the electrical requirements set forth in G-2.13.3.

C-5.6 Amp/Btu Data/Telecommunications Room Requirements

EQUIPMENT TYPE	NO	AMPS	BTU/HR	TOTAL AMPS	TOTAL BTU/HR
Controller	--	--	--	--	--
Modem/Data	1	20	8,184	20	8,184
Router/Server	1	20	8,184	20	8,184
DAP/HUB	--	--	--	--	--
Telephone System	1	4	1,507	4	1,507

• C-6. CONVEX MIRRORS: Convex mirrors should be installed inside the facility to address blind spots in hallways and waiting areas.

C-7. EMPLOYEE ENTRANCE: A lighted separate employee entrance should be located to the rear or side of the facility away from the public entrance. A keyless lock (Simplex L1000 or equivalent) with panic hardware and lock guard and closer should be installed on the staff entrance, along with a viewing device.

C-8. DOORS AT CLIENT-TO-WORKER ACCESS (i.e. interview/observation areas, conference rooms, reception areas) should be equipped with keyless locks (Simplex L1000 or equivalent), lock guards and closers.

C-9. RECEPTION AREA

C-9.1 The receptionist should be isolated from the clientele with a solid core door and a keyless lock.

• C-9.2 The solid core door should be electronically operated and controlled by the receptionist.

C-9.3 The reception window and ledge should measure 48" wide X 36" high and 36" high from finished floor. The window should be clear ¼" laminated glass with a 3" speak-hole and a 3" X 14" gap between ledge and glass. The ledge should be a 16"D high-pressure laminate shelf mounted 36" from finished floor to tip of counter.

C-10. ONE-TIME PAYMENTS: • Denotes all items to be priced separately as a one-time payment. All bid proposals must include the separate pricing as shown on Attachment D, Section 1.5. Consideration of the cost of the one-time payment(s) will be evaluated during the subjective review of the bid proposals. It will be at the sole discretion of the State of Missouri to proceed with the one-time payment(s) based on programmatic needs, availability of funds and reasonable costs.

ATTACHMENT D

PROPOSAL FORM

RFP No. 07201765

Department of Social Services, Family Support Division and Children's Division;
Department of Health and Senior Services;
and the Department of Corrections, Board of Probation and Parole
New Madrid County
New Madrid, Missouri

Bid Opening Date: June 14, 2006

This Proposal Form must be completed, sealed and received by the Division of Facilities Management, Design and Construction no later than 1:30 p.m. on the specified date. All proposals must be mailed or hand carried to:

Division of Facilities Management, Design and Construction
Real Estate Services
PO Box 809
301 West High Street, Room 840
Jefferson City, Missouri 65102

All proposals will be publicly opened and read at the above time, date and location.

Submitted by: _____
Owner/Agent

Phone Number: ( ) _____ Facsimile Number: ( ) _____

Address: _____

_____

D-1. The undersigned, having examined and being familiar with local conditions including applicable model building codes, ordinances, requirements, etc., affecting the premises and with all sections and attachments of this specification package issued by the Division of Facilities Management, Design and Construction, hereby certifies that, with the exception of any appended variances, the premises meets or will meet or exceed the above conditions and proposes to furnish the indicated premises for the firm, fixed price per year:

*** BIDDER SHOULD ENTER AN AMOUNT OR THE WORDS "NO BID" IN ALL BLANK AREAS PROVIDED**

D-1.1 Base Bid Rental Rate **(Includes Rent Only - Mandatory Entry)**:

Price Per Year* _____ Dollars

($ _____)

D-1.2 Additional Amount for Lessor Provided Utilities (**Optional Entry**):

Price Per Year* _____ Dollars

($ _____)

D-1.3 Additional Amount for Lessor Provided Janitorial Services (**Optional Entry**):

Price Per Year* _____ Dollars

($ _____)

D-1.4 Selection of D-1.2 _____ and/or D-1.3 _____ is:

☐ The sole option of the state. ☐ Required by Bidder as part of the proposal.

D-1.5 Additional One-time Payment for Each Attachment C • Item for the *Department of Social Services, Family Support Division and Children's Division* (**Mandatory Entry**):

Item #	Description	Unit Cost	# Of Units	Total Cost
C-7	*Power-assisted doors*	$ _____	_____	$ _____
			Grand Total	$ _____

D-1.5 Additional One-time Payment for Each Attachment C • Item for the *Department of Corrections, Board of Probation and Parole* (**Mandatory Entry**):

Item #	Description	Unit Cost	# Of Units	Total Cost
C-2.2	*Interview room* – door(s) w/safety glass	$ _____	_____	$ _____
C-3.2	*Urinalysis room (UA)* – countertop w/sink & gooseneck faucet; dispenser for soap, paper towels & toilet paper	$ _____	_____	$ _____
C-3.3	*UA* – lockable storage cabinets above counter	$ _____	_____	$ _____
C-3.4	*UA* – lockable cabinets below sink	$ _____	_____	$ _____
C-3.7	*UA* – door w/keyless lock & lock guard	$ _____	_____	$ _____
C-6	*Convex mirrors*	$ _____	_____	$ _____
C-9.2	*Reception area* – remote operated door	$ _____	_____	$ _____
			Grand Total	$ _____

D-2. Minimum Net Rentable Square Footage Offered (**Mandatory Entry**): *_____

D-3. ❒ **Variance(s) Requested**: Check this box if this proposal is contingent upon any variances to provisions of the Specifications and/or Attachment(s). All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed Proposal Forms. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of the state, insistence on full compliance with Specifications.

D-4. A cashier's check or bid bond payable to the State of Missouri as described in Attachment A, Item 4, must accompany this proposal. The Bidder's failure to accept an award based upon the provisions of this proposal will result in forfeiture of surety document.

D-4.1 Failure to provide a cashier's check or bid bond as described above will automatically disqualify the proposal from consideration.

D-4.2 Amount of Cashier's Check or Bid Bond Enclosed:

_____ Dollars

($ _____)

D-5. Specific Site Information: The Bidder should provide the proposed site address. (If the state has a choice of more than one site, please submit a separate proposal form for each site.)

Address of Proposed Property: _____

_____

_____

State Senate District: _____ State Representative District: _____

D-5.1 The proposed facility is:

_____ (a) an existing structure with renovations
_____ (b) an existing structure with no renovation
_____ (c) an existing structure with an addition
_____ (d) new construction

D-5.2 The proposed premises are currently:

_____ (a) owned by the Bidder
_____ (b) Bidder has a signed option to purchase contract
_____ (c) Bidder is acquiring an option to purchase contract
_____ (d) Bidder has a verbal agreement with the owner
_____ (e) Bidder has no ownership rights or obligations
_____ (f) Broker representing an individual

D-5.3 In order to comply with local zoning requirements, the proposed premises:

_____ (a) are zoned correctly _____ (b) must be rezoned

D-5.4 The proposed facility would be designed for and occupied by:

_____ (a) only the agency(s) specified in this RFP
_____ (b) the agency(s) specified in this RFP and other state agencies
_____ (c) the agency(s) specified in this RFP and other non-state organization(s)

D-5.5 The proposed facility is:

_____ (a) a single level facility _____ (b) a multi-level facility

D-5.6 The proposed premises are:

_____ (a) all in one contiguous space _____ (b) located on more than one level
_____ (c) located on one level but different areas, not connected

D-5.7 The exterior of the proposed facility is:

_____ (a) brick _____ (b) block _____ (c) wood
_____ (d) metal _____ (e) drivit _____ (f) other

D-5.8 The proposed facility's roof is:

_____ (a) shingle _____ (b) metal _____ (c) membrane

D-5.9 The proposed facility's HVAC system is:

_____ (a) gas _____ (b) electric

D-5.10 The proposed facility's parking lot is:

_____ (a) asphalt _____ (b) concrete

D-6. Total Parking Spaces Provided: _____ # of Handicap Spaces: _____

D-7. Construction Time from Notice to Proceed to Completion: _____

D-8. In submitting this bid, it is understood that the right is reserved by the Division of Facilities Management, Design and Construction, State of Missouri, to reject any and all bids, and it is agreed that the bids will not be withdrawn for a period of 90 days from the specified time for receiving bids.

D-8.1 IF AN INDIVIDUAL:

Name of Individual	Residence Address
Signature	
Firm Name (if any)	Federal Tax ID # or SSN
Firm Address	Address for Communications

D-8.2 IF A PARTNERSHIP:

_____ General* _____ Limited
(Include names of all)

Name and Residence Address of Partners:

Name of Partnership	
Partner	
Signature	
Partner	
Signature	
Address for Communications	Federal Tax ID # or SSN

*Include information of all partners by attaching additional pages if necessary.

D-8.3 IF A CORPORATION: (Exact Title)

_____
Name of Corporation

_____
Name and Title of Officer

_____
Signature of Officer

_____
Federal Tax ID # or SSN

_____

_____
Address for Communications

1. Incorporated under the laws of the State of _____

2. Registered to do business in Missouri: Yes _____ No _____ (Check one)

(ATTEST)

_____
Secretary Signature

D-8.4 IF A BROKER REPRESENTING AN INDIVIDUAL:

_____
Name of Broker

_____
Signature of Broker

_____
Name of Individual Represented

_____
Signature of Individual Represented

_____

_____
Residence Address

_____
Federal Tax ID # or SSN of Individual Represented

(SEAL)

Each Bidder must complete the Proposal Form by signing on the proper signature line above and by supplying the required information called for in connection with the signature. Failure to properly sign the Proposal Form and to provide required information will constitute grounds for non-acceptance of bid.

D-9. Historic Status Documentation **(Mandatory Entry - If Requesting Preference Points)**

D-9.1 Address of Proposed Property: _____

_____

_____

D-9.2 Is the property individually listed in the National Register of Historic Places? (Check one)

_____ Yes _____ No _____ Unsure

D-9.3 Is the property a contributing element of a National Register Historic District or a certified local district?

If yes, list the name of the historic district and include photographs of the facility. (Include a photo of the front elevation of the facility and a streetscape view showing the adjoining buildings.)

_____

_____

D-9.4 Has the property been determined to be eligible for listing on the National Register of Historic Places by the State Historic Preservation Office in the Department of Natural Resources? (Check one)

_____ Yes _____ No _____ Unsure

If yes, attach a copy of the eligibility assessment and photographs of the facility. (Include a photo of the front elevation of the facility and a streetscape view showing the adjoining buildings.)

D-9.5 Will the project involve utilization of the federal or state rehabilitation tax credits? (Check one)

_____ Yes _____ No _____ Unsure

Information on the National Register of Historic Places can be obtained by contacting the State Historic Preservation Program (SHPO) in the Department of Natural Resources at (573) 751-7858 or by visiting the SHPO website at **http://www.dnr.mo.gov/shpo/index.html**.

The State Historic Preservation Program can also provide information in regard to National Register eligibility and the federal and state rehabilitation tax credits.

D-10. Specialized District Documentation **(Mandatory Entry - If Requesting Preference Points)**

D-10.1 Address of Proposed Property: _____

_____

_____

D-10.2 Is the property located within a specialized district? (Check one)

_____ Yes _____ No _____ Unsure

If yes, check the type of district:

_____ Central Business District _____ Community Improvement District (CID)
_____ Main Street Program District _____ Other Local Revitalization District

D-10.3 A map of the district has been included with the proposal.

_____ Yes _____ No

If yes, list the street boundaries of the district (i.e. 2nd Street to the North, Oak Street to the South, Main Street to the West and High Street to the East).

_____

_____

_____

_____

_____

_____

D-10.4 The city or local governmental agency has designated the applicable district.

_____ Yes _____ Date Certified _____ No

D-10.5 The signature below by the city or local government official attests to that certification:

_____	_____	_____
Name	Title	Date

Information on redevelopment assistance, downtown revitalization projects and the Missouri Main Street Program may be obtained by contacting the Department of Economic Development at (573) 522-8004 or by visiting the website at **http://www.missouridevelopment.org**.

D-11. Environmental Assessment **(Mandatory Entry - For All Proposals)**

D-11.1 Address of Proposed Property: _____

_____

_____

D-11.2 What were the former uses of the Proposed Property?

_____

_____

_____

_____

_____

_____

D-11.3 Has a Phase I Environmental Site Assessment been conducted at the proposed site? (Check one)

_____ Yes _____ No _____ Unsure

If yes, indicate the name of the firm who conducted the assessment and include a copy of the findings.

Name: _____

_____

D-11.4 Has a lead paint or asbestos inspection been conducted by a certified inspector at the proposed site?

_____ Yes _____ No _____ Unsure

If yes, indicate the name of the certified inspector who conducted the assessment and include a copy of the findings.

Name: _____

_____

Information on the Missouri Voluntary Cleanup Program (VCP) may be obtained by contacting the Department of Natural Resources at (573) 526-8913 or by visiting the website at **http://www.dnr.mo.gov/env/index.html**.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT E

DEFINITIONS

The terms and parties designated in the Specifications and Proposal Forms shall be defined as follows:

E-1. Bidder/Lessor/Principal: The individual, firm or group of firms who submit a proposal for leasing the premises to the state as described in the Request for Proposal (RFP) and attachments.

E-2. State/Lessee/Division of Facilities Management, Design and Construction (FMDC): The State of Missouri, FMDC, shall serve as the state's exclusive representative in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or agency other than the FMDC has authority to obligate the state in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the FMDC Leasing Coordinator identified on the cover page of the RFP.

E-3. Must/Shall/Will/Required: Mandatory provisions; failure to comply will result in rejection of the proposal. Proposals that do not or cannot comply with these provisions will be judged non-responsive and eliminated from consideration.

E-4. Should/May: A strong expectation that the specified provision will be performed without a mandatory obligation to provide the requirement. If compliance is not possible or desirable, the Bidder must specify that item as a "variance" in the proper place on the Proposal Form and explain fully in attached material. Generic variances to the specification (i.e. all shoulds are variance, etc.) may result in the proposal being declared non-responsive. Consideration will be given to granting the variance in some situations. Acceptance of any variance is at the discretion of the state.

E-5. Variance: A stipulated non-mandatory provision of these Specifications to which the Bidder requests an exclusion or exemption. The state reserves the sole authority to determine whether a requested variance is acceptable. If the "Variance Requested" box on the Proposal Form is not checked and the requested variances specified on an attachment, the variance will not be accepted and the Bidder will be obligated to meet all provisions of these Specifications. A variance will not be granted for provisions designated as mandatory (see E-3 above).

E-6. Premises: All land, buildings and equipment included as a part of the property leased to the state.

E-7. Base Bid Rental Rate: The annual rent amount to be paid the Lessor for use and maintenance of the premises, pest control, fluorescent and incandescent light bulbs procurement and installation, ice and snow removal, parking, lawn care and trash disposal, unless otherwise noted.

E-8. Architect/Engineer: The Architect or Engineer retained and furnished by the Bidder. The Architect or Engineer must be registered with the State of Missouri and shall furnish all necessary architectural and engineering services as required to construct or renovate the project.

E-9. Accessible/Accessibility: A condition in which all features and facilities of the premises (land, buildings and equipment) are usable by a state employee or client, including those individuals with disabilities. The specifications set forth by the Americans with Disabilities Act Accessibility Guidelines will be used.

E-10. ADAAG: The Americans with Disabilities Act Accessibility Guidelines.

E-11. RFP/Specifications/Bid Package: Any and all material contained within and/or attached to this document.

E-12. Bid/Proposal: The Proposal Form and any attachments submitted by the Bidder to the state.

E-13. Surety Document: A bid bond or cashier's check that is provided by the Bidder/Lessor and payable to the State of Missouri as a guarantee of certain action by the Bidder/Lessor. Bidder/Lessor's failure to comply with the warranted provisions may result in forfeiture of the document.

E-14. Extension Period(s): A period of time following the expiration of the stated term of the Lease that allows the state, at its sole option, to continue occupancy for a specified period under the same terms and conditions specified in the original Lease.

E-15. Private Room(s): Rooms having full height (floor to ceiling) walls on all sides and a minimum of one single door not smaller than 3' X 6'8" in height with ADAAG acceptable hardware.

E-16. Workstation(s): Locations where individuals need access to electrical-data/telecommunication outlets to perform work. They include private offices, semi-private offices and open space offices as defined by Office Space Summary Form. In addition, conference room(s), interview room(s), copier area(s), etc., may be workstations if so designated in Data/Telecommunications Requirements.

E-17. Tenant: The agency that occupies the facility. FMDC, as Lessee, may elect to re-assign Tenants to best utilize space resources. This may include sub-leasing to a non-governmental Tenant.

E-18. Notice of Award: Written notification issued by FMDC notifying Bidder that the state will enter into a contractual arrangement upon compliance with the terms and conditions of the RFP.

E-19. Notice to Proceed: Upon review and approval of architectural plans, a written notification issued by FMDC notifying awardee of approval to proceed with renovation/construction in accordance with the RFP and approved drawings.

E-20. Certificate of Conditional Acceptance: Written notification issued by FMDC notifying lessor that the facility substantially complies with the RFP and occupancy will occur on the specified date. The date of acceptance initiates the lease agreement. Issuance of this document in no way relieves the Lessor of responsibility for attaining total compliance with the RFP in the specified time period.

E-21. IBC: International Building Code.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT F

INSTRUCTIONS TO BIDDERS

F-1. OVERVIEW

F-1.1 All provisions of these specifications apply equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-1.2 The sole purpose for this RFP is to provide a facility from which to deliver services to the citizens of the State of Missouri and/or conduct the business of the state. It is essential the facility be readily adaptable to the functional needs of the program. Therefore, the state must have the latitude to arrange the interior of the facility (reception area, offices, conference room(s), restroom(s), etc.) to the fullest extent possible. Bidders must identify and attach any and all restrictions (permanent walls, plumbing locations, mechanical equipment, etc.) to the Proposal Form. If such restrictions are not identified and attached, the Bidder must assume full responsibility for constructing, remodeling and/or renovating the facility in accordance with the state's needs.

F-1.3 Please visit our web site at **http://www.oa.mo.gov/fmdc/leasingoperations/index.shtml** to view the Mission Statement, Current Statewide Bidders List, Bidders Application, Upcoming RFPs, State Regulations Governing Leasing, Leasing Policy and Process, and Inventory of Leases.

F-2. PREVAILING WAGE

F-2.1 Prevailing Wage, RSMo 290.220, declares the policy of the State of Missouri to be "that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed shall be paid to all workers employed by or on behalf of any public body engaged in public works exclusive of maintenance work." Lessors who construct or renovate property for lease to the State of Missouri are deemed to be employing workers on behalf of a public body and must pay the prevailing wage to all workers employed thereon when the cost of the construction or renovation exceeds $25,000.00. Attachment L to this RFP is a listing of the prevailing wage for all crafts in the specified area.

F-2.2 The successful Bidder/Lessor shall forfeit to the state $10.00 per worker, per day, for each calendar day or portion thereof such worker is paid less than the said prevailing wage for any work done under said contract by the contractor or subcontractor.

F-2.3 The successful Bidder/Lessor shall maintain accurate records pertaining to wages paid all workers employed on the project for a period of one year following completion of the project.

F-2.4 Upon completion of the project, an affidavit must be submitted to the Division of Facilities Management, Design and Construction (FMDC) certifying that the Lessor, his general contractor and all subcontractors have fully complied with the Prevailing Wage Law.

F-2.5 All questions regarding the Prevailing Wage Law should be addressed to the Department of Labor and Industrial Relations, Division of Labor Standards, Prevailing Wage Section, 3315 West Truman Boulevard, P.O. Box 449, Jefferson City, Missouri 65102-0449.

F-3. SUBMITTING A PROPOSAL

F-3.1 All proposals must be submitted in a sealed envelope or package; all proposals must be received and officially stamped with the date and time at 301 West High Street, Room 840, Jefferson City, Missouri 65101, no later than the exact time specified in the RFP. No proposal will be opened or accepted if received after the specified time for receiving proposals. The sealed envelope or package containing a proposal should be clearly marked on the outside with the enclosed completed green and white Identification Label. The Bidder must assume full and total responsibility for assuring the proposal is delivered to the specified location prior to the specified time and date.

F-3.2 All proposals should be submitted on the Proposal Form provided by FMDC (Attachment D). Any proposal not submitted on the Proposal Form may be rejected. No telephonic, telegraphic or facsimile bids will be accepted. If more than one proposal is being submitted by a Bidder, each proposal should be packaged individually within the sealed envelope to ensure each proposal is recognized and read.

F-3.3 Bidders must list and describe on a separate sheet any and all variances from these specifications (i.e. Instructions to Bidders, Specifications for Office Space and any and all other attachments), append said sheet to the Proposal Form and place an "X" in the "Variance Requested" box on the Proposal Form indicating these variances are a condition of the bid. Otherwise, the Bidder will be expected to perform in strict compliance to all specifications and attachments contained in this bid package, Notice of Award and the Lease.

F-3.4 In order to avoid misunderstandings, written inquiries are strongly encouraged and such inquiries should be received at least 14 calendar days prior to the specified opening date.

F-3.5 Bidders may withdraw their proposals at any time prior to the scheduled closing time for receipt of bids, but no bid may be withdrawn for a period of 90 calendar days following the scheduled bid opening date.

F-3.6 The Bidder should offer a firm, fixed annual Base Bid rental rate that remains constant throughout the life of the Lease. Proposals that include an increase in the Base Bid rate may be declared non-responsive and excluded from consideration for award.

F-3.7 Legislative Districts: The Bidder should specify on the Proposal Form the Senatorial and Representative District in which the proposed property is located. This information is necessary in order to address legislative notification responsibilities.

F-4. SITE SELECTION

F-4.1 Bidders should make every effort to locate a suitable site prior to their bid submittal. However, at the time of the bid evaluation, the Bidder must have identified a suitable site and, if requested, provide to the evaluation committee written documentation of an option to purchase or ownership of said property. Failure to provide this documentation is grounds for the rejection of the Bidder's proposal and forfeiture of bid surety.

F-4.2 The successful Bidder has 30 days from the date of the Notice of Award to provide to the state documentation demonstrating ownership of the selected site, if requested. Failure to provide this documentation is grounds for withdrawing the award and forfeiture of bid surety. If, at a future date it is determined that the selected site will not be able to be used, the state, at its option, will work with the successful Bidder to locate a new site with no increase in awarded dollar amount. If a suitable site cannot be located, the state will withdraw the award, in accordance with paragraph F-6.1.

F-5. SERVICES

F-5.1 Light Bulbs: The Bidder, as part of the Base Bid rental rate, must furnish and install all fluorescent and incandescent lights. Replacements must be provided and installed as needed to maintain lighting levels.

F-5.2 Pest Control: The Bidder, as part of the Base Bid rental rate, must provide and pay for effective and safe pest control (insect and rodent).

F-5.3 Lawn Care: The Bidder, as part of the Base Bid rental rate, must provide general lawn care and maintenance to include, but not be limited to, cutting and trimming grass on all sides of the premises, removing all weeds, debris and trash, trimming all shrubs and removal of litter from the parking lot to insure a well-maintained appearance.

F-5.4 Snow & Ice Removal: The Bidder, as part of the Base Bid rental rate, must provide snow and ice removal from sidewalks and parking lot. All accumulation should be removed prior to 7:30 a.m. of each workday. Driving lanes should be cleared during working hours if snow or ice accumulates.

F-5.5 Trash Removal: The Bidder, as part of the Base Bid rental rate, must provide trash receptacles and removal at least one time per week.

F-5.6 Parking: The Bidder, as a part of the Base Bid rental rate, should provide a parking area as specified in Attachment G and Attachment A.

F-5.7 Utilities and Janitorial: Proposals in which the Lessor provides utilities and janitorial services must identify the annual charge for the Lessor to provide the services. This charge should be entered on the Proposal Form as a separate charge from the Base Bid rental rate, even if the proposed area is not or cannot be metered independently. If the premises cannot be metered independently, the Bidder must so state on the Proposal Form.

F-5.7.1 If the Bidder is unable or unwilling to offer the state the option of a base bid rental rate excluding utilities and janitorial services, the Proposal Form should clearly state that the premises are only offered at a single rental rate.

F-5.8 Any special conditions, rules or requirements by the Lessor pertaining to the occupancy of the proposed premises must be stipulated on the proposal.

F-5.9 Public Transportation: When public transportation is available within the requested geographic boundaries, access should be provided within a one-block radius of the proposed site.

F-6. BONDING REQUIREMENTS

F-6.1 A surety document in the form of a cashier's check or bid bond, payable to the State of Missouri in the amount as indicated in Attachment A, must accompany the submitted proposal and be fully and immediately negotiable for 90 calendar days following the date of bid opening. No negotiable instrument other than a cashier's check or bid bond will be accepted. This surety document may be forfeited in the event the Bidder fails to comply with the terms and conditions of the RFP and his proposal.

F-6.2 The surety document submitted by unsuccessful Bidders will be returned at the time the Notice of Award is issued to the successful Bidder or at the end of the 90 day period upon written request by the Bidder.

F-6.2.1 The surety document may, at the sole discretion of the state, be returned prior to the 90 day period upon written request by Bidder.

F-6.3 The successful Bidder must submit a surety document guaranteeing performance in accordance with the specifications and proposal within 30 calendar days of issuance of the Notice to Proceed. This surety document must be in the form of a cashier's check or a performance bond, made payable to the State of Missouri in the amount indicated in Attachment A, and fully negotiable for 12 months from the Notice to Proceed. The initial surety document submitted with the Bidder's proposal will be returned immediately upon the state's receipt of the surety document guaranteeing performance. No negotiable instrument other than a cashier's check or performance bond will be acceptable.

F-6.4 The successful Bidder's surety document may be forfeited in part or in full if the successful Bidder fails to accept a lease, fails to fully comply with all provisions of the specifications and award or if the premises are not available for occupancy on the specified date.

F-6.5 The cashier's check or performance bond will be returned following the state's inspection of the premises and issuance of a "Certificate of Conditional Acceptance." (See F-10.2)

F-7. STATE RIGHTS/RESPONSIBILITIES

F-7.1 FMDC is the exclusive representative of the state in all real estate leasing transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or group including the agency occupying or to occupy the premises, other than FMDC, shall interpret, define or explain any part of these specifications or obligate the State of Missouri in real estate leasing transactions in any form; verbal, written or otherwise. Any questions regarding the bid process, specifications, Lease or authority must be directed to the individual identified on the cover page of this document.

F-7.2 The state reserves the right to reject any and all bids and waive all variances and informalities in bids. The Lease contract will be awarded to the lowest and best Bidder, in writing only, by FMDC.

F-7.3 If no responsive or acceptable bids are received, the state may, at its sole option, initiate a new bid process or enter into negotiations with selected individuals to provide the premises.

F-7.4 Any signage displayed on the premises during construction or renovation that refers to the State of Missouri or any of its agencies or offices must have prior written approval of FMDC.

F-7.5 The state will award the Lease to the Bidder offering the "lowest" and "best" proposal with 75% consideration given to "lowest" and 25% consideration given to "best." Unless noted, all stipulations set forth in the RFP represent minimum acceptable standards. When assessing "best," additional consideration may be given to proposals offering features, equipment, services and auxiliary fiscal benefits that exceed minimum acceptable levels. (See Attachment I for details.)

F-7.6 The state must have the right to "screen" all member(s) of the janitorial workforce for criminal records.

F-8. ARCHITECTURAL DRAWINGS

F-8.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a footprint. The footprint should include the following items: columns, plumbing, windows, exterior doors and mechanical rooms. The footprint must include all interior and exterior dimensions and note any variances.

F-8.2 Within 60 calendar days of issuance of an approved floor plan by FMDC, the successful Bidder must submit documentation to demonstrate that the facility will be in full compliance with the Specifications for Office Space (Attachment G) and other pertinent requirements of the specific bid package. This documentation should include, but not be limited to, the following plans and specifications:

1. Site Plan/Elevations/Contour Lines
2. Plans/Elevations
3. Building Sections Plan
4. Plumbing Plan
5. HVAC Plan
6. Electrical Plan
7. Door and Window Schedule
8. Plans/Elevations for ADA Compliance
9. Tabulation of the structure load, including design and code requirements which must be noted on the drawings.

F-8.2.1 The above-mentioned plans and specifications must be prepared and sealed by an architect and professional engineer registered with the State of Missouri. A minimum of three sets of the final plans and specifications must be submitted.

F-8.3 Said plans and specifications must be sent to:

Division of Facilities Management, Design and Construction
Real Estate Services Section
PO Box 809
301 West High Street, Room 840
Jefferson City, Missouri 65102

F-8.3.1 Architectural Drawings: If possible, the architectural drawings should also be submitted on a computer disk. The software the state's system supports is AutoCad release 2000 DXF or DW6 format. The drawings may also be submitted via the Internet. Other CADD systems may also be compatible. Contact FMDC Leasing Coordinator for additional information.

F-8.4 The Bidder must assume full responsibility and liability for the actions of the architect, professional engineer, contractor(s) or subcontractor(s) for compliance with these specifications. All field verifications are the responsibility of the architect, professional engineer, contractor(s) or subcontractor(s).

F-8.5 Receipt of documents later than 60 calendar days after issuance of an approved floor plan may constitute grounds for withdrawal of the award and forfeiture of the surety document. The drawings and specifications shall be reviewed by FMDC and the Tenant within 30 days of receipt for compliance with provisions of the RFP. This review should not be interpreted as an endorsement or approval of design or construction plans, materials or codes. The state reserves the right to require changes in the documents or to reject changes proposed by the Bidder. Upon review of the documents (and if changes are required, receipt of corrected documents) by FMDC and the Tenant, the Bidder shall receive a written Notice to Proceed from FMDC. A Limited Notice to Proceed may be issued to the Bidder upon written approval by the state. Construction or renovation of the premises should not proceed until a written Notice to Proceed or Limited Notice to Proceed is received by the successful Bidder. Work performed on the project prior to receipt of a written Notice to Proceed will be solely at the risk of the Bidder. No deviations from the floor plan and specifications will be allowed without re-submission to and written approval from FMDC.

F-8.6 Review of the plans and specifications and inspections at the site by the State of Missouri shall in no way absolve the Lessor of any United States or State of Missouri requirements or supplant any requirements, inspections, licenses, ordinances, etc., required by the political subdivision in which the construction or renovations shall take place.

F-8.7 The provision requiring submission of plans applies equally to proposed new construction and existing facilities, including facilities currently occupied by the state.

F-9. INSPECTIONS

F-9.1 Representatives of the State of Missouri shall inspect the premises periodically to determine whether or not the premises are in compliance with the terms of the specifications and proposal. If deficiencies are discovered, the Lessor will be notified and directed to correct the deficiencies. Upon notification from the Lessor that all deficiencies have been corrected, the state shall perform a second inspection within 30 days.

F-9.2 Should the state's on-site inspections reveal noncompliance with codes, ADAAG or state specifications, the Lessor will be formally notified of such findings and required to correct the deficiencies within a specified time period. In the event corrective action is not taken within 30 days or the specified time period, rental payments may be withheld until the deficiencies are corrected.

F-9.3 The state will inspect the premises conditional acceptance and for compliance no more than two times at the state's expense. If more than two inspections are required to confirm compliance, the state may, at its sole option, require reimbursement for any and all expenses associated with additional inspections at a rate of $40.00 per hour to include travel time from portal to portal.

F-9.4 The premises must comply with all provisions of these specifications and the Lease for the full term of the Lease (initial and extension periods). No inspection or certification will relieve the Lessor from compliance with these specifications and the Lease.

F-10. OCCUPANCY

F-10.1 The target dates for completion and occupancy are as specified in Attachment A. The Bidder must specify on the Proposal Form the number of days needed for construction/build out from the Notice to Proceed. The number of days specified in the bid proposal will be added to the date of the Notice to Proceed to determine the completion date.

F-10.2 Certificate of Conditional Acceptance: FMDC will issue a Certificate of Conditional Acceptance when the facility is substantially completed and can be safely occupied. Issuance of the certificate shall not be arbitrarily withheld. The Certificate of Conditional Acceptance will specify when the rent shall begin. For a partial month, rent will be paid on a per diem basis. If the Lessor allows the Tenant to move in prior to issuance of the Certificate of Conditional Acceptance, the Lessor does so at its own risk and cost. The Lessor should provide 15 working days between completion and occupancy. This Certificate of Conditional Acceptance is in addition to (not in lieu of) any occupancy permit issued by a municipality.

F-10.3 The successful Bidder should notify FMDC 45 days prior to the completion date. The time between completion and occupancy will be used by the state to install wiring, systems furniture, perform inspection and occupy.

F-10.4 The successful Bidder will provide construction clean-up of the facility to a "broom clean" condition. This will include the "sealing" of all new vinyl floors, washing of all windows, cleaning of the restrooms and lounge, and vacuuming and "spot cleaning" of the carpet.

F-10.5 The premises must be available by the completion date stated. The initial period of the Lease herein proposed shall begin on the date specified on the Certificate of Conditional Acceptance and shall terminate on the next 30th day of June, unless otherwise specified.

F-10.6 In the event the premises are not available for occupancy on the specified date, the rental payment specified shall not be paid until the premises are occupied. In addition, liquidated damages in the amount of two times the daily rental rate will be assessed against the Bidder for each 24 hour period occupancy is delayed. The daily rental rate shall be calculated as 1/365th of the annual rental rate as proposed. Further, it is mutually agreed that this sum is set out as the damage the state would suffer as a result of the Bidder's failure to comply with this provision. This sum will be deducted from normal rental payments.

F-11. LEASE

F-11.1 Attachment K is a copy of a standard Lease used by the State of Missouri. The successful Bidder will be required to enter into this Lease upon award of the bid. Bidders should not complete any parts of the sample Lease attached to these specifications. FMDC will prepare the Lease and send it to the successful Bidder for signature. Bidders should carefully review all provisions of the standard Lease to insure acceptability. No alterations to the basic provisions and format of the Lease will be made following the Notice of Award.

F-11.2 All rental payments will be made on a monthly basis in arrears and are payable on the last day of the month for which payment is due and owed. The state may require the Lessor to receive monthly rental payments through direct deposit of funds.

F-11.3 The Lessor shall permit the Lessee to modify and maintain ownership of the data/telecommunication (d/t) systems necessary for the Tenant's business throughout the term of Lease. Upon termination of the Lease, the ownership of the d/t wiring will become the property of the Lessor.

F-11.4 The Lessor shall be responsible for the repair and maintenance of the building and all equipment and fixtures furnished by the Lessor. Additionally, the Lessor is responsible for all property taxes and insurance. The Lessee cannot assume responsibility for repair and maintenance of leased property.

F-11.5 The Lessor may, at a reasonable time and with the approval of Lessee's authorized representative, enter the premises to perform inspections and maintenance of the premises and property. Said approval by the Lessee shall not be arbitrarily withheld.

F-11.6 The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes in tenancy are planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

F-11.7 It is understood between the Lessor and Lessee that moneys to fund rental and all other payments due under this Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is further understood and agreed to by the Lessor and Lessee that this Lease shall not be binding upon the Lessee or Lessor unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been received from the United States Government for payment of rent or for any other payment under this Lease on behalf of the Lessee for any fiscal year during the initial period or extension period of the Lease.

F-12. RENEWAL AND EXTENSION PERIOD(S):

F-12.1 The initial period of the Lease shall commence upon acceptance of the facility and issuance of the Certificate of Conditional Acceptance and end June 30.

F-12.2 The Lessor must grant the option to renew said Lease for one-year periods, called renewals.

F-12.3 The Lessor must grant to the Lessee the option to extend the Lease for three two-month periods following the expiration date at the same rental rate, as paid during initial Lease. Lessee must notify Lessor of its intent to exercise the extension no later than 60 days before the expiration of the Lease or 30 days before the expiration of any extension period.

F-12.4 Prior to issuance of the Notice to Proceed the Bidder may request and the state may grant one additional year to the Lease if the first year of the Lease is for less than nine months.

F-13. NET RENTABLE SQUARE FOOTAGE

F-13.1 Net Rentable Area - Single Tenancy Floor: Net rentable area of a single tenancy floor, whether above or below grade, shall be computed by measuring to the inside finish of permanent outer building walls or from the glass line where at least 50% of the outer building wall is glass. Net rentable area shall include all areas within outside walls, less stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel. Restrooms exclusively serving the Lessee and guests shall be included in the net rentable area. No deductions shall be made for columns, pilasters or other structural projections. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

F-13.2 Net Rentable Area - Multiple Tenancy Floor: The net rentable area of a multiple tenancy floor, whether above or below grade, shall be the sum of all net rentable areas on that floor. The net rentable area of an office on a multiple tenancy floor shall be computed by measuring to the inside finish of permanent outer building walls, or to the glass line if at least 50% of the outer building is glass, to the office side of corridors common to all Tenants and/or other permanent partitions, and to the center of partitions that separate the premises from adjoining rentable areas. Stairways, elevator shafts, flues, pipe shafts, vertical ducts, airlock entries, air conditioning rooms, fan rooms, janitorial closets (unless requested), electrical closets and other such rooms and their enclosing walls not available to the Tenant for its furnishings and personnel shall be excluded from net rentable area. No deductions shall be made for columns, pilasters or other structural projections. Restrooms exclusively serving the Tenant and guests shall be included in the net rentable area. No other area(s) will be considered in calculating net rentable area. (See Attachment B for details.)

F-14. MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION

F-14.1 In accordance with Executive Order 98-21, issued November 9, 1998, the successful Bidder is strongly encouraged to utilize minority and/or women owned businesses (M/WBE) to the fullest extent possible, but a minimum level of 20% for minorities and 10% for women owned businesses within metro areas, St. Louis and Kansas City (and/or 10% for minorities and 5% for women owned businesses within non-metro areas) of the total cost of construction or renovation if the costs exceed $100,000.00.

F-14.2 The successful Bidder will be expected to complete and submit documentation of compliance with the above (F-14.1) specifications or documentation that a good faith effort was made.

F-15. FILING AND PAYMENT OF TAXES

F-15.1 In accordance with Section 34.040.6 RSMo, the Division of Facilities Management, Design and Construction is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

F-15.2 In order for the Division of Facilities Management, Design and Construction to be able to consider your proposal, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official "Vendor No Tax Due" certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri.

F-15.3 A bidder/lessor should include the "Vendor No Tax Due" with your bid proposal.

F-15.4 A bidder/lessor must provide a "No Tax Due" to FMDC prior to receiving a Notice of Award or entering an Extension Period.

F-15.5 Failure to maintain compliance with chapter 144, RSMo throughout the term of a lease contract, may also result in termination of said contract.

F-15.6 A certificate of vendor no tax due can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

F-15.7 If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a certificate of vendor no tax due can be issued.

F-15.8 A certificate of vendor no tax due can be obtained by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P.O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1160, or email taxclearance@dor.mo.gov. For walk-in assistance, you can visit a Tax Assistance Center near you:

Jefferson City
3237 W Truman Blvd, Ste 100

St. Louis
3256 Laclede Station Rd, Ste 101

Kansas City
615 E 13th St, Rm 127

Columbia
1500 Vandiver Dr, Rm 113

Cape Girardeau
3102 Blattner Dr, Ste 102

St. Joseph
525 Jules, Rm 314

Springfield
149 Park Central Square, Rm 313

Joplin
1110 E 7th St, Ste 400

F-15.9 Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue's website at http://www.dor.mo.gov/tax/business/sales/hb600.htm.

STATE OF MISSOURI FACILITIES SPECIFICATIONS AND DEFINITIONS

ATTACHMENT G

SPECIFICATIONS FOR OFFICE SPACE

G-1. BUILDING SITE

G-1.1 The premises must not be located in an area designated as a hazardous waste, landfill or designated wetland area and must be served by a Department of Natural Resources approved water site and sewage system. The premises should not be located in an area designated as a 100 year flood plain.

G-1.2 All square footage must be contained in one building; multiple buildings are not acceptable. The required square footage represents the square footage needed to meet the Tenant's operational requirements. Because of structural variations, which may affect floor plan layout, a Bidder may need to utilize more than the required square footage to provide the design flexibility necessary to accommodate the operational needs of the Tenant within the proposed facility. However, the Bidder should bid the required square footage and explain any excess square footage as a variance.

G-1.2.1 All proposals will be evaluated on the required square footage specified above at the proposed rental rate. Proposals offering less than the required square footage will be judged non-responsive and eliminated from consideration. Proposals offering more than the required square footage may be judged non-responsive and eliminated from consideration.

G-2. CODES, STANDARDS AND GENERAL REQUIREMENTS

G-2.1 The premises must, at a minimum, conform to the following codes, standards and general requirements, as well as local model building code, ordinances and requirements in effect at the time the RFP is released. In the event of a conflict the most stringent shall apply.

G-2.1.1 The Bidder/Lessor shall be responsible for providing or securing all certificates, permits, construction, supervision, labor, materials, tools and construction equipment necessary for the execution and completion of the premises in compliance with the specifications, Proposal Form and Prevailing Wages.

G-2.1.2 The premises must meet all building codes according to the latest published edition of International Building Codes.

G-2.1.3 Life safety provisions and exitway arrangements must conform to the latest published edition of the NFPA 101 where applicable.

G-2.1.4 Building construction/finishes should be of commercial grade quality.

G-2.2 Alarms and Fire Extinguishers

G-2.2.1 Where required by code, the premises must be equipped with a fire and/or smoke protective signaling or automatic fire detection system which meets the requirements of the aforementioned codes and all local building codes, fire codes and requirements. All fire and smoke alarm systems must be in accordance with ADAAG, Sections 4.1 and 4.28. All telephone lines installed for fire and emergency reporting must be in compliance with local building codes and fire codes.

G-2.2.2 Fire extinguishers must be furnished and maintained in accordance with National Fire Code #10; a minimum of two five-pound, ABC rated extinguishers must be provided. However, additional fire extinguishers must be provided when the maximum travel distance to any one fire extinguisher location exceeds 75'.

G-2.2.3 Fire Extinguisher Inspection: All fire extinguishers must be inspected and maintenance performed a minimum of one time per year by trained personnel. All inspection records must be signed and maintained by the inspecting official. A copy of this record should be provided to the Tenant.

G-2.2.4 All fire extinguishers out of service for maintenance or recharge must be replaced by a spare of equal or greater rating.

G-2.3 All plumbing for the exclusive use of the state and guests should meet the latest edition of the International Plumbing Code. All plumbing fixtures should be equipped with individual stops.

G-2.4 All electrical equipment and wiring should meet or exceed the requirements of the latest edition of the National Electrical Code, published by NFPA. All fixtures, receptacles and switches must be Underwriter Laboratory (UL) approved.

G-2.5 All Heating, Ventilating and Air Conditioning (HVAC) systems must conform to the National Fire Protection Association (NFPA) requirements and must be designed in accordance with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) handbooks and standards. All buildings over 10,000 square feet must meet ASHRAE 90.1 on new construction.

G-2.5.1 In accordance with Section 319.200 - 319.207, RSMo, all buildings must comply with Seismic design and construction, in accordance with IBC or local adopted codes.

G-2.5.2 Public Law 101-336, The Americans with Disabilities Act (ADA), which was signed into law on July 26, 1990, and became effective January 26, 1992, prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications and activities of state and local government. Therefore, the State of Missouri will only lease premises that fully comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). For further information concerning specific provisions of ADAAG contact:

President's Committee on Employment of People with Disabilities
1331 F Street, NW, 3rd Floor
Washington, D.C. 20004
Phone: (202) 376-6200

NOTE: The United States Internal Revenue Code contains provisions permitting tax credits/deductions for small businesses that incur renovation expenses related to compliance with the Americans with Disabilities Act. IRS Publication No. 907, providing information on the provisions, may be obtained by calling 1-800-829-3676.

G-2.6 Asbestos: Friable asbestos, as defined in the Environmental Protection Agency (EPA) Pamphlet, Guidance for Controlling Asbestos Containing Materials in Buildings, revised June 1985, and A Building Owner's Guide to Operational and Maintenance Program for Asbestos Containing Materials, revised July 1990, must not be present in the space to be leased or anywhere in the building.

G-2.7 Accessibility

G-2.7.1 The building and premises must be handicapped accessible as defined by ADAAG, enacted by the Federal Government on July 26, 1990, which became effective January 26, 1992.

G-2.7.2 All state leased land, buildings and equipment must be accessible to and usable by clients and employees. All construction and renovation shall conform to specifications set forth by ADAAG.

G-2.7.3 All exits required by code must have adequate means of egress for disabled individuals as defined by ADAAG, Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.8. The primary and employees' entrance to the facility must be fully accessible for disabled persons.

G-2.7.4 The premises must be barrier free, allowing persons (guests and employees) direct access to the office and all activity areas. Accessibility will be furnished in accordance with ADAAG, Sections 4.1, 4.2, 4.3, 4.4 and 4.5.

G-2.8 Water Coolers: All required water coolers must be hi-lo (or equivalent) refrigerated type water cooler(s) of sufficient capacity and must be accessible for disabled persons in accordance with ADAAG, Sections 4.1 and 4.15.

G-2.9 Elevators: A minimum of one commercial type passenger elevator must be provided if the proposed Lease area and/or access to the proposed area is not on a single level. The elevator must be accessible for disabled persons in accordance with ADAAG, Sections 4.1 and 4.10, and ASME A17.1-1990. The elevator must have a telephone available for use in emergency.

G-2.10 Restrooms

G-2.10.1 Each restroom should have a minimum of one mirror, soap dispenser, towel dispenser, toilet paper dispenser and waste receptacle of commercial quality. A female hygiene product waste receptacle should be installed within all women's privacy partitions. Privacy partitions must be provided when any restroom contains more than one water closet and/or urinal. Restroom signage must comply with ADAAG, Sections 4.1 and 4.30.

G-2.10.2 All restrooms and restroom furnishings must be accessible for disabled persons and individuals in wheelchairs in accordance with Figure 30(a) or Figure 30(a-1) of ADAAG. All restrooms must meet ADAAG, Sections 4.1, 4.16, 4.17, 4.18 and 4.19.

G-2.10.3 Each restroom should be equipped with a floor drain to handle accidental water overflows.

G-2.10.4 Single use restrooms must have privacy, bedroom or bath lock installed on door. (The button automatically releases when the inside lever is turned or the door is closed.)

G-2.10.5 Commercial grade toilets with power flush or flush valve should be provided in all restrooms and urinalysis rooms (UA).

G-2.10.6 The client restroom(s) should have an electrical hand dryer.

G-2.11 Parking

G-2.11.1 The total number of required parking spaces should be provided per the Attachment A.

G-2.11.2 The parking area(s) should be located on or immediately adjacent to the facility (metro area - within 100 yards of the facility); travel between the parking area and facility must be by a direct, safe and accessible route. The preferred location for disabled parking is adjacent to the main entrance. The access between the public street and the parking area should be of a hard surface, all weather type material. Each space should be a minimum of 9' X 20'. All driving lanes between double parking spaces should be a minimum 25' in width.

G-2.11.3 All parking spaces must be striped and signed in accordance with ADAAG. Appropriate access must be provided from each space to the main entrance in accordance with ADAAG, Sections 4.1, 4.6, 4.7 and 4.8.

G-2.11.4 Handicap spaces must be clearly identified with a sign reflecting the minimum fine of $50.00 through $300.00 for parking violations.

G-2.12 Building Signage

G-2.12.1 Interior signage that identifies permanent rooms and space, i.e. restrooms, conference rooms, lounge, area of refuge, etc., must be provided. All signage must comply with ADAAG, Sections 4.1 and 4.301.

G-2.12.2 Interior and exterior signage must be provided which gives direction to, or information about, operational areas in the facility which provide access for disabled persons and must comply with ADAAG, Sections 4.1 and 4.30.

G-2.12.3 Exterior signage identifying the state agencies will be furnished by the Lessor, if requested. The Lessor should provide space for the sign and install the sign on the front of the facility or an agreed upon location, whichever is more visible. (Ref. G-2.12.2)

G-2.13 Electrical

G-2.13.1 All exterior, restroom, lounge and coffee bar countertop electrical outlets must be Ground Fault Circuit Interrupter (GFCI) protected.

G-2.13.2 All general power circuits must be wired with a minimum of #12 wire and all electric cable must have copper conductors with a separate ground wire.

G-2.13.3 A minimum of one nominal 120V duplex receptacle must be provided for every 12 lineal feet of wall space, on each of the four walls in a private office and each of the three walls in a semi-private office.

G-2.13.4 All electrical breaker panels should have a minimum of 20% open breaker capacity. (All circuits must be a minimum of 20 amps or greater depending on the intended use for the circuit.)

G-2.13.5 When systems furniture is utilized by the Tenant, the Bidder must provide compatible electrical hook-ups and make the final connection to the systems furniture. Power poles are not acceptable. Electrical feeds to systems furniture must be powered to the equivalent of four 120V duplex receptacles for general power per cubicle.

G-2.13.6 Each workstation location must have one dedicated 120V duplex receptacle with a maximum of six duplexes per circuit, an outlet for general electrical and a data/phone box with 3/4" conduit. Dedicated circuits must be wired with a neutral and a separate ground, wired to the panel. Additional dedicated circuits must be placed at designated locations to accommodate printers, copy machines, etc. (Ref. E-16)

G-2.13.7 All duplex receptacles should be labeled and numbered. Dedicated duplexes should be marked with a distinctly colored faceplate.

G-2.13.8 The lounge must have a minimum of six dedicated 120V duplex receptacles on two circuits to accommodate vending machines. This is in addition to the general electric. The coffee bar must have a minimum of two dedicated 120V duplex receptacles.

G-2.13.9 The copier room(s) should have two dedicated 120V circuits in addition to the general electric.

G-2.14 Lighting

G-2.14.1 Lighting design should meet the latest edition of ASHRAE 90.1.

G-2.14.2 Interior Lighting Fixtures should be fluorescent with diffusers. All fixtures should comply with the following specifications: fixtures should contain F32T8/35K lamps with an electronic instant start ballast or equivalent; and individual occupancy sensors should be provided to control lighting in all private rooms, with override switches provided.

A minimum of 50 footcandles must be provided in all areas. The interior lighting should be ballast to provide "night lighting" at the entrance and exits. Approximately 5% of the space shall be lighted at night.

G-2.14.3 Emergency and Exit Lighting: Emergency lights must be provided in the office area. Entrances and exitways shall be clearly illuminated by emergency lighting. Emergency lighting must have two energy sources; one being a reliable type of rechargeable batteries. Changeover time between energy sources shall be no more than ten seconds. Exits and exit access, as required, shall be marked by approved illuminated signs readily visible from any direction of access. The light source for the exit signs shall be electroluminescent (EL), light emitting diode (LED), tritium or self luminous. Exit signs shall have an emergency lighting mode. Lessor must inspect emergency and exit lighting systems quarterly. Any malfunctioning equipment shall be immediately repaired or replaced.

G-2.14.4 Outdoor Lighting: All exits and the exterior of the building should be lighted in accordance with the latest edition of ASHRAE 90.1, (reference Table 9.3.2) metal halide lamps may be used for spotlighting signs or other displays. Outdoor lighting should be controlled by means of a photocell that automatically turns off the exterior lighting when daylight is available, or by a timer located where the Tenant can easily access.

G-2.14.5 Parking Lot Lighting: The parking lot should be lighted to maintain a minimum of ½ footcandle per square foot.

G-2.15 Entrances and Exits

G-2.15.1 All entrances and exits to the facility must be illuminated, lockable, equipped with panic hardware and closers.

G-2.15.2 The main public entrance should be protected with an airlock vestibule with safety glass.

G-3. INTERIOR CONSTRUCTION REQUIREMENTS

G-3.1 Doors

G-3.1.1 Exterior Doors must be commercial grade; either solid core, insulated metal or safety glass with a metal frame. All exterior doors must be lockable, equipped with panic hardware, closers and must have weather stripping.

G-3.1.2 Interior Doors should be solid or solid core, metal frame, equipped with doorstops and passage hardware, except where noted otherwise.

G-3.1.3 Door Widths must be a minimum of 36" wide, in accordance with ADAAG, Sections 4.1 and 4.13.

G-3.1.4 Door Hardware must be lever-type or U-shaped, in accordance with ADAAG, Sections 4.1 and 4.13. Hardware should meet or exceed the Schlage Series A.

G-3.1.5 Door Locks must be provided for doors, as noted. All door hardware should meet or exceed Schlage Series A and should be keyed to a grand master, and individual locks as specified in the floor plan. A minimum of two keys should be furnished for each lock set, plus three grand master/master keys.

G-3.1.6 Sidelight windows on Interior Doors should be a minimum of 14" x 20" where specified.

G-3.2 Windows

G-3.2.1 All exterior windows should be stationary, double glazed with insulating glass. At a minimum, 15% of the exterior linear wall should be windows.

G-3.2.2 All windows should be equipped with vertical blinds or horizontal mini-blinds.

G-3.3 Insulation

G-3.3.1 Exterior walls should be insulated to the equivalent of R-19; for example, a 6" batt of fiberglass insulation is equivalent to R-19. Exterior walls must be sealed and draft free.

G-3.3.2 The roof assembly should be insulated to the equivalent of R-30 Roof Insulation, in facilities with suspended ceilings should not be installed directly on ceiling tiles.

G-3.3.3 Sound insulation should be provided in restrooms, lounges, data rooms, conference rooms and mechanical rooms at an STC rating of not less than 45. This includes all side walls and the ceiling above said rooms.

G-3.4 Ceilings and Walls

G-3.4.1 In all facilities the ceiling assembly should be constructed of commercial grade acoustical panel and grid or one layer of 5/8" TYPE-X sheetrock. Ceiling height should be a minimum of 9' and a maximum of 1' in all areas. All facilities must meet the provisions of the building codes.

G-3.4.2 Mechanical, electrical, file and supply/storage rooms must, at a minimum, meet the latest building codes.

G-3.4.3 Chair rail protection should be provided in all reception area(s), interview room(s), interview booth area(s), hearing room(s), one stop room(s), conference room(s), associated hallways, and circulation spaces. The chair rail shall be 4"- 6" wide and located at 32" to center from finished floor. All wall corners should be protected in the public and general office areas up to a height of 48" from finished floor, with a minimum width of 1-1/4".

G-3.5 Lounge/Coffee Bar

G-3.5.1 Lounge area should be equipped with a minimum of eight linear feet of 30" in height full top and bottom cabinets on the longest wall. A minimum 18 cubic foot refrigerator, sink, garbage disposal and paper towel dispenser is also required.

G-3.5.2 Coffee bar area should be equipped with a minimum of five linear feet of full top and bottom cabinets, 18 cubic foot refrigerator, a sink, garbage disposal and paper towel dispenser.

G-3.6 Finishes

G-3.6.1 All paintable surfaces should be painted prior to occupancy. All paint used should be semi-gloss or egg shell latex enamel with a washable and scrub-able finish.

G-3.6.2 Carpet should meet or exceed the following specifications:

Face/Yarn Weight:	28 oz. minimum
Construction:	Tufted with unitary backing that guarantees a 20 lb. tuft bind
Dye Method:	Yarn or solution dyed
Fiber Content:	Branded nylon
Density:	5,500 oz. or greater per cubic yard
Gauge:	Minimum 1/8"
Stitches:	Minimum 8.0 per inch
Warranty:	Minimum 10 year commercial wear
Flammability:	Pass pill test, ASTM D-2859
Critical Radiant Flux:	Class I; not less than .45 watts ASTM E 648
NBS Smoke Density:	(NFPA-258), less than 450
Static Control:	S/B AATCC-134, less than 3.5KV
Adhesive for Installation:	Solvent free

Carpet should be approved by the Carpet and Rug Institute's Indoor Air Quality Testing Program. If an existing facility with carpeting is proposed, the carpeting should be replaced. Carpeting should be provided in all areas except for restrooms, lounge, coffee bars, UA rooms, janitorial rooms, storage and lobby areas. These areas should have 1/8" vinyl resilient floor tile or equivalent.

G-3.6.2.1 If the Bidder takes a variance to the carpet specifications and the carpet the Bidder selects wears out, the Bidder will be required to replace the worn carpet at no cost to the state, including the cost to move Tenant furniture and equipment.

G-3.6.3 Finish materials in exitways must conform to ASTM E-84 flame spread rating of 0-25; corridors leading to exitways 26-75; offices and rooms 76-200; occupied basements 26-75 unless direct exit to outside is provided. Application of finishes must conform to code requirement relating to non-combustible backing, furring and fire-stopping.

G-3.6.4 Division of Facilities Management, Design and Construction (FMDC) must be consulted in the selection of all interior colors. Material samples must be submitted to FMDC for approval prior to installation. The sample must be accompanied by manufacturer's product data specifications. At a minimum, samples must be submitted for carpet, vinyl, paint, countertops, wall coverings, and vinyl cove base.

G-3.7 Growth Space: All growth space represents future office space requirements. Growth space should be built out completely as finished space. The type of space (open or private office) is indicated in Attachment A.

G-3.8 Janitorial Closet: The janitor's closet should be equipped with a mop sink with hot and cold water. A minimum of 10 lineal feet of storage shelves should also be provided.

G-4. HVAC SYSTEM

G-4.1 The HVAC system should meet the latest edition of ASHRAE 90.1.

G-4.2 The HVAC equipment/systems supplied must provide a means for air cleaning/filtering, dehumidifying, tempering and distribution. Air distribution must consist of receiving return air from the conditioned space, mixing it with outside air as required, tempering it and delivering it to the conditioned space. All private rooms should have a return air duct to maintain circulation.

G-4.2.1 The HVAC system must be sized to offset all loads as dictated by intended space usage, internal and external building gains and losses, loads created by infiltration and outside air brought into the building. The system must be sized in occupiable area(s) to comply with the minimum outside air requirements set forth in the latest edition of the ASHRAE Pocket Guide. In addition, the air circulation control system must be designed to maintain an inside temperature of 74 +/- 2°F in all areas of the building when outdoor temperature is between ASHRAE winter and summer design temperatures, i.e. economizer conditions.

G-4.2.2 Since outside air will be introduced into the system, some recirculation air must be exhausted. The system must be capable of exhausting recirculated air to the outside without the possibility of the exhaust air reentering the building immediately after exhaust. When the building is unoccupied the system may close the outside air inlet duct for temperature control of space. All private rooms should have a return air duct to maintain circulation. The Lessor must provide drawings clearly showing all ventilation airflow.

G-4.2.3 The HVAC system must be of a low velocity design with filtered and balanced supply air to each zone. Air leakage in supply and return ducts must be minimal. All ducts must be firmly supported and free of vibration. Sufficient balance dampers must be provided to properly balance the system. The air system should be essentially noise-free and meet minimum noise criteria levels per ASHRAE standards.

G-4.2.4 All HVAC systems, heating only, cooling only or heating and cooling, shall be controlled by a minimum of one thermostat. In addition, the environmental control systems must be designed and constructed so that each area within the building that has inherently different heating and cooling requirements can be individually

controlled from within that area. For example, a row of south facing full height perimeter offices with windows may comprise one zone and an equally occupied interior space would be another. Special areas, identified as containing computers or other heat generating equipment, conference rooms and kitchens, all have inherently different heating and cooling requirements and therefore should have individual controls or zones.

G-4.2.5 The control system should provide for automatic night setback, having the capability to automatically control the HVAC system fans to run continuously during occupied times and only when heating or cooling is required during unoccupied times. The system should be able to switch from heating/cooling automatically.

G-4.2.6 The HVAC system capacity should be sized to allow for a warm-up (pick-up) cycle from a 10ºF temperature set back.

G-4.2.7 Controllers for multi-zone reheat systems (excepting variable air volume) must be designed to satisfy the warmest zone with the highest cold air supply temperatures.

G-4.2.8 The air system controls should provide for an automatic humidity control per ASHRAE Comfort Standard 55, latest edition. Humidistats should be mounted on a wall in an accessible area.

G-4.2.9 Ventilation for the lobby, reception, interview room(s), interview booth(s), public restroom(s) or conference rooms, testing rooms and UA rooms should be on a separate HVAC zone from the rest of the facility and should exhaust a minimum of 150 cfm per room. For reception areas and conference rooms 300 square feet or larger, the exhaust should be sized for .5 cfm X the square feet of the room (e.g. a 400 square foot reception area X .5 = 200 cfm required per room). Ventilation fans should be remotely located.

G-5. DATA/TELECOMMUNICATIONS REQUIREMENTS

G-5.1 Data/Telecommunications (d/t) Room(s): The Lessor must provide a d/t room(s) to support specific equipment and wiring requirements. The room(s) should be centrally located, free of any electrical panels or water sources (i.e. hot water heaters, mop sinks, etc.) and must have a minimum of one 8' X 4' X 1/2" sheet(s) of plywood mounted on three walls horizontally (with the top edge at 7' and away from the wall 1-1/2") above the required electrical outlets. If the plywood extends beyond the length of one wall, it should be located on an adjacent wall. The mounting of the data equipment racks is the Lessor's responsibility. If a building has multiple data rooms, they must be connected by a minimum 3" raceway pipe to carry backbone and other connecting cable from room to room. The d/t rooms should be located directly above each other on a vertical plane within a multi-story building.

G-5.2 The Lessor must prepare the facility to accommodate the installation of d/t wiring by the Tenant (or contractor of the Tenant) to all workstations. Accessibility for wiring may be attained by utilizing enclosed ceilings, raised data flooring, the equivalent of Walker Duct, columns or systems furniture. Power poles are not acceptable. Additional d/t requirements are described in agency special requirements (Attachment C).

G-5.3 The Lessor must provide a raceway to accommodate service entry by the telephone company from the exterior of the facility to inside the d/t room. The specifications for the raceway should be obtained from the local service provider.

G-5.4 The Lessor must size raceways for a minimum of .18 square inch per workstation in the floor duct or raceway. Any raceway/conduit installed above a Sheetrock ceiling must be extended to be fully accessible. Additional information can be referenced in the Attachment C.

G-5.5 The Lessor is not responsible for the d/t cable/wire nor the required connector and cover. The Lessor must provide covers for any unused d/t boxes.

G-5.6 Environmental: The d/t equipment room must maintain an operating temperature range of 50° to a maximum of 80° Fahrenheit with a non-condensing, relative humidity of 20% to 70%, maintained 24 hours a day, seven days a week. The equipment in the d/t room will be operational 24 hours a day, seven days a week.

G-5.7 If the total Btu/hour of the controller/modem/data is less than or equal to 9,000 Btu/hour, a properly ventilated d/t room with a minimum of a 400 cfm, 120V exhaust fan controlled by a line/voltage/thermostat should keep the d/t room within the cooling limits specified above.

G-5.8 If the total Btu/hour of the controller/modem/data is greater than 9,000 Btu/hour, the HVAC system must be set up such that the d/t room has its own self-contained unit and is controlled to maintain the appropriate parameters as set forth above.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT H

JANITORIAL SERVICE SCHEDULE

	DAILY	WEEKLY	BI-WEEKLY	MONTHLY	SEMI-ANNUALLY	ANNUALLY
1. Empty/clean smoking and waste receptacles (interior and entrance areas)						
a. Replace trash liner		X				
b. Pick up paper and trash around building and parking		X				
c. Sweep within 10' of all exterior doors	X					
2. Dust/clean desk, sills, file cabinets, phones, furniture and all horizontal and vertical surfaces	X					
3. Sweep/dust mop all hard surface floors	X					
4. Thoroughly vacuum all carpet	X					
5. Clean/sanitize restrooms, using a disinfectant, supply paper towels/tissue and sanitary dispensers, if needed, clean mirrors and polish fixtures	X					
6. Clean/disinfect water fountains	X					
7. Clean glass door and side glass panels; spot clean all other doors		X				
8. Spot clean carpet, as needed		X				
9. Damp mop all hard surface floors	X					
a. Scrub all hard floors				X		
10. Buff and burnish floors		X				
a. Re-coat floors				X		
11. Clean HVAC supply and return registers				X		
12. Strip and wax floors (five coats of wax)					X	
13. Water extract carpet					X	
14. Clean window-blinds				X		
15. Remove cobwebs in all areas		X				
16. Clean windows, inside and out					X	
17. Clean and sanitize lounge/coffee bar area	X					
18. Clean lens covers on electric light fixtures						X
19. Clean walls (wipe down)						
a. Spot clean		X				
b. Wipe down all walls						X

Note: The above is the minimum schedule of cleaning necessary. All supplies, equipment and paper products must be provided by the Lessor.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT I

PROPOSAL EVALUATION

(See Attachment J for overview of Bid/Evaluation/Award and Lease Process)

I-1. Criteria for Evaluation: The Lease will be awarded to the Bidder offering a premises that is judged by the Division of Facilities Management, Design and Construction as being the lowest and best proposal offered. In judging the lowest and best proposal, 75% of the scoring will be attributed to the lowest responsive base bid annual cost and 25% to the best responsive bid.

I-1.1 All Bidders submitting responsive proposals with the required surety document will be offered an opportunity to meet with the individual or individuals performing the evaluation of the proposals. Proposals that do not include the required surety document or are obviously non-responsive will be eliminated from consideration.

I-1.2 All proposals will be evaluated based on the square footage set forth in the RFP. Proposals offering less square footage will be judged non-responsive and eliminated from consideration. Proposals offering more square footage may be judged non-responsive and eliminated from consideration.

I-1.3 The responsive proposal offering the lowest responsive base bid annual cost will be assigned .75 points. The number of points assigned to all other proposals will be determined by their relative position to the lowest priced proposal. For example, if two proposals are received, one for $50,000 and one for $45,000, 75 points will be assigned to the $45,000 proposal and 67.5 points to the $50,000 proposal.

$$\frac{\text{Lowest Responsive Base Bid Annual Cost}}{\text{Compared Cost}} \times \text{Maximum Cost Points} = \text{Cost Points}$$

$$\frac{45{,}000}{50{,}000} \times 75 \text{ points} = 67.5$$

I-1.3.1 If the RFP requests that proposals offer a one-time payment for a special provision, i.e., communication wiring and/or equipment, security devices, etc., the cost effectiveness of the one-time payment will be evaluated separately from the base bid.

I-1.3.2 If a variance is requested and accepted for part or all of Item F-5.6, the following will be added to the proposed rental rate.

Parking (annual cost)	$600.00 per space - outstate, Cole County
Parking (annual cost)	$900.00 per space - metro

I-1.4 An evaluation committee will meet with each Bidder to review the proposals and perform a comparative assessment of the relative benefits and deficiencies of the proposals using subjective judgment to determine the best proposal.

I-1.5 All Bidders must attend the bid evaluation. The Bidder will be expected to provide a detailed presentation of his bid proposal. Subjective points will be awarded based on a review of the proposal and the information provided during the presentation. Failure to attend the bid evaluation will result in a score of zero for the 25 potential subjective points.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT J

BID/EVALUATION/AWARD & LEASE PROCESS

J-1. Tenant submits information regarding operational needs and program requirements to Division of Facilities Management, Design and Construction (FMDC).

J-2. FMDC develops the Request for Proposal (RFP).

J-3. Advertisements for proposals are submitted to newspapers and RFPs or Invitations to Bid are sent by FMDC directly to individuals and organizations who have indicated interest.

J-4. FMDC receives and secures the sealed proposals until the specified date for bid opening.

J-5. FMDC conducts a public bid opening and reading on the specified date in their offices at 301 West High Street, Room 840, Jefferson City, Missouri.

J-6. FMDC records and secures all surety documents, makes a copy of the bids for state use and transmits a copy of the bids to the Tenant.

J-7. FMDC conducts an evaluation of the proposals in accordance with the published Lease Policy.

J-8. FMDC formally notifies the successful and unsuccessful Bidders. (This constitutes the Notice of Award and is contingent upon the successful Bidder's compliance with all provisions of the RFP and accepted Proposal Form.)

J-9. FMDC, in accordance with the published Lease Policy, schedules a pre-design meeting with the Bidder and Bidder's architect to devise an internal floor plan that accommodates the Tenant's operational needs. After the meeting, FMDC will provide the successful Bidder an acceptable floor plan.

J-10. Successful Bidder submits to FMDC the required plans, signed and sealed by an Architect/Engineer, and pertinent data for lease development.

J-11. FMDC reviews submitted plans and data in accordance with the published Lease Policy.

J-12. Following plan review and approval, FMDC issues the Notice to Proceed and establishes the actual completion and occupancy dates. Upon compilation of vendor and lease data, FMDC submits the Lease to Lessor for appropriate signature.

J-13. The Lessor returns the signed Lease to FMDC to obtain appropriate signatures of Lessee.

J-14. FMDC submits fully executed Lease to Lessor.

J-15. FMDC performs a physical inspection of the premises to validate conformity to specifications and approved plans and issues the Certificate of Conditional Acceptance. The Lessor will be notified of any deficiencies and be required to take corrective action within a specified time period.

ATTACHMENT K

SAMPLE
STATE OF MISSOURI
LEASE OF REAL PROPERTY

THIS LEASE, *No.*, made and entered into this *Day* of *Month*, *Year*, by and between *Name, Address, City, State Zip Code* (*State of Missouri Vendor Number*), hereinafter called the Lessor, and the State of Missouri, by the Office of Administration, Division of Facilities Management, Design and Construction, hereinafter called the Lessee, on behalf of the *Department*, hereinafter called the Tenant.

WITNESSETH: That the Lessor, in consideration of the covenants of said Lease hereinafter set forth, does by these presents lease to said Lessee, under the terms and conditions set forth, the premises described as follows:

Address, City (*County*), Missouri *Zip Code*, hereinafter called "premises" and consisting of *Net Rentable Square Feet.*

1. **TERM OF LEASE**

(a) The initial period of said Lease shall commence *Year*, and end June 30, *Year.*

(b) The Lessor grants to the Lessee the option to renew said Lease for _____ successive one-year periods, hereinafter called "renewal periods."

(c) The expiration of the final option period shall be June 30, *Year.*

(d) It is understood and agreed between the parties that the Lease is contingent upon the Lessee receiving appropriations therefore from the Missouri General Assembly. Monies are appropriated according to the State of Missouri's fiscal year, which begins July 1, and ends June 30. In the event that sufficient funds are not appropriated by the Missouri General Assembly for any fiscal year during this Lease, Lessee shall immediately notify Lessor of the event of non-appropriation. Lessee shall vacate the premises no later than July 1. The Lease shall be deemed to have expired of its own terms and Lessee shall have no further obligation hereunder.

2. **RENTS**

The annual rent shall be in the amount of ***DOLLARS AND CENTS ($_____)***, payable monthly in arrears in the amount of ***DOLLARS AND CENTS ($_____)***.

3. **RENEWAL TERMS**

(a) The Lessee shall be deemed to have exercised its option to renew said Lease for the succeeding one year period unless the Lessee notifies the Lessor, in writing, of its intent to vacate the premises not less than 60 consecutive calendar days prior to the expiration of any period for which the premises are let. The Lessee need not notify the Lessor of its intent to vacate at the end of the final renewal period.

(b) The Lessor grants to the Lessee the option to extend the Lease for three 2 month periods following the final renewal period at the same rental rate as paid during the final renewal period. Lessee must notify Lessor of its intent to exercise the extension no later than 30 days before the expiration of the final renewal period or 30 days before the expiration of any extension period.

(c) In the event the Lessee remains in possession of the premises after the expiration date of said Lease without extending the Lease or without executing a new Lease, the Lessee shall be deemed to be

occupying the premises as a Lessee from month-to-month, with the parties therefore subject to existing provisions of law and all of the conditions of said Lease insofar as they are applicable to a month-to-month tenancy, except that the Lessor agrees to accept the said rental rate on a monthly basis until the premises are vacated by the Lessee or until the parties enter into a new agreement, whichever is sooner.

4. **CONSTRUCTION AND RENOVATION**

(a) The Lessor shall remodel, construct, and equip the premises in accordance with *RFP No.* and Bid Proposal, which are made a part hereof by reference, and the premises shall be prepared to the satisfaction of the Lessee. The building and premises must be accessible as defined by the Americans with Disabilities Act Accessibility Guidelines, enacted by the Federal Government on July 26, 1990, which went into effect January 26, 1992.

(b) In the event the Lessor fails to remodel, construct and equip the premises in accordance with Paragraph (4)(a) by the guaranteed occupancy date as stated in Lessor's Bid Proposal, liquidated damages in the amount of twice the per diem rental shall be assessed for each calendar day thereafter that the Lessee is prevented from occupying the premises by reason of such failure, and the rent provided for herein shall be forfeited and shall not be payable until the premises are ready for occupancy.

(c) Extensions of time for the date of occupancy may be granted by Lessee for delays due to abnormal weather, which actually impedes work progress. The records of the U.S. Weather Service for the last ten years for the time and place of occurrence of the abnormal weather shall be used to establish what is normal. Time extensions may also be granted for delays due to labor strikes, acts of God, fire, and non-delivery of materials by third persons, provided Lessor provides satisfactory evidence that the materials were ordered in sufficient time to support ordinary construction progress.

(d) The Lessor understands and agrees that all alterations, renovations and improvements, the cost of which exceeds $25,000.00 made to the premises during the life of the Lease including all extension periods, shall be made in accordance with requirements as set forth in Chapter 290, RSMo.

5. **SERVICES**

(a) The Less*ee/or* agrees to pay for the utilities of heat, air conditioning, water, sewer, light, steam, gas and electricity.

(b) The Less*ee/or* agrees to provide and pay for janitorial services, equipment and supplies, including paper products (restroom tissue, paper towels, etc.).

(c) The Lessor agrees to provide *Vehicle Parking Spaces* located on the premises or within a reasonable distance from the premises.

(d) The Lessor shall furnish all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises. Thereafter, the Lessor shall furnish and the Lessor shall install replacements for all fluorescent, incandescent light bulbs and exterior lighting necessary on the premises.

(e) The Lessor shall permit the Lessee to install communication systems necessary for the conduct of the Lessee's business and said systems shall remain the property of the Lessee. Upon termination of this Lease, any data/telecommunications wiring enclosed within the walls or ceiling shall become property of Lessor.

(f) The Lessor will provide and pay for general garbage and trash removal from the premises.

(g) The Lessor agrees to direct and pay for removal of snow and ice from the sidewalks and parking area and to provide and pay for general lawn care.

(h) The Lessor agrees to provide and pay for effective and safe pest control (insect and rodent).

6. **USE OF PREMISES**

The Lessee agrees to use the premises for office space, so long as such use shall be deemed feasible by the Lessee, and the Lessee shall have the right to assign its rights under said Lease, in whole or in part, to any other governmental agency, subject to the same conditions of said Lease. Lessee may not assign its rights under said Lease to any non-governmental party without the written consent of the Lessor. The Lessee, at its option, may sublease all or a portion of the demised space to any governmental, not-for-profit or private entity. When major changes are planned, the Lessee will notify the Lessor of its intentions and request concurrence from the Lessor of the proposed changes. The Lessor will not arbitrarily withhold such concurrence.

7. **ALTERATIONS AND IMPROVEMENTS**

The Lessee shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises, which fixtures, additions or structures so placed upon or attached to the premises shall be and remain the property of the Lessee and may be removed and otherwise disposed of by the Lessee. The above changes or alterations shall in no way weaken or cause structural injury to the premises, and the altered part of the premises shall, upon removal by the Lessee, be returned to the condition existing prior to such change, alteration, installation, ordinary wear and tear excepted, if required by the Lessor.

8. **PREMISE MAINTENANCE**

(a) The Lessor shall maintain the premises in good repair and tenantable condition, including buildings, equipment, HVAC filters, fixtures and any other property furnished by the Lessor to the Lessee under said Lease. The Lessor will inspect emergency and exit lighting systems, fire extinguishers and heat and smoke detectors annually. Any malfunctioning equipment must be immediately repaired or replaced. Record of inspections shall be maintained and signed by the inspecting agent with a copy given to the Tenant agency. For the purpose of so maintaining the premises and property, the Lessor may, at reasonable time and with the approval of the Lessee's authorized representative, enter and inspect the premises and make any necessary repairs.

(b) In the event the premises fall into disrepair or untenantable condition arising from the Lessor's failure to perform maintenance as required by paragraph (8)(a), such that the Lessee or its employees' ability to safely or comfortably conduct business is substantially impaired, the Lessee shall notify the Lessor in writing of the general nature of the disrepair or untenantable condition. Lessor shall have 30 consecutive calendar days from the date of this notice to take whatever measures are necessary to correct the disrepair or untenantable condition to the Lessee's reasonable satisfaction. If the Lessor fails or neglects to take measures to correct the disrepair or untenantable condition within such 30 day period, then the Lessee may, at its option, (1) take measures to correct the disrepair or untenantable condition in compliance with applicable Missouri law and procedures governing the same and abate the cost of such corrective measures from the rent otherwise due without prejudice to other judicial remedies the Lessee may seek; (2) exercise its option to terminate said Lease without additional notice, vacate the premises, and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by the Lessee in vacating the premises and in finding a new location; or (3) withhold all rental payments pending correction of the disrepair or untenantable condition.

9. **DAMAGE OR LOSS OF PREMISES**

(a) The Lessee agrees to pay for any damage to the premises caused by the acts of Lessee or its employees, ordinary wear and tear excepted.

(b) If the premises are damaged or destroyed by fire or other casualty so as to render the premises untenantable, the rent shall be abated or reduced proportionately according to the usable square feet

remaining on the premises as determined by the Lessor and Lessee until the premises are restored by the Lessor. The Lessor shall not be obligated to repair or restore the premises in the event of such damage. However, the Lessor shall notify the Director or Assistant Director, Division of Facilities Management, Design and Construction, in writing of its intent concerning repair and restoration of the premises within 15 consecutive calendar days after the date of such damage. In the event the Lessor elects not to repair or restore the premises, or in the event the Lessor elects to repair or restore the premises and they are not restored to a condition substantially as good as prior to such damage within 60 consecutive days from the date of such damage, the Lessee may, at its option, terminate the Lease by giving the Lessor **ten** consecutive calendar days written notice of its intent to do so, and the Lessor shall return to the Lessee any rent paid in advance for the period subsequent to the effective date of said notice.

10. **DISREPAIR**

If, at any time, during the period of said Lease a public official, agency, architect or professional engineer registered in the State of Missouri determines that the premises do not comply with building codes, ordinances and requirements or that the premises are not in an adequate state of repair, are disruptive to the Tenant services and program delivery, or are not safe for occupancy, Lessee shall notify Lessor of such fact and the Lessor shall respond within 24 hours with a proposed solution for correction of deficiencies. Lessor shall have any such deficiencies corrected within **five** consecutive calendar days of the date of such notice, or within an extension period granted at the option of Lessee. If the Lessor fails or neglects to correct such deficiencies within said time period, Lessee may, at its option, terminate said Lease without additional notice, vacate the premises and recover any rent paid in advance for the period subsequent to the date that Lessee vacates the premises as well as the costs incurred by Lessee in vacating the premises and in finding a new location.

11. **INDEMNIFICATION**

The Lessor shall indemnify and hold the Lessee harmless from all liabilities, charges, expenses (including counsel fees) and costs arising on account of or by reason of any injuries, liabilities, claims, suits or losses directly resulting from a dangerous condition existing on the premises at the time of the injury, unless the said dangerous condition shall have been caused or created by or have resulted from the negligence or wrongful act or omission of an employee of the Lessee within the course of said employee's employment.

12. **NOTICES**

Any notice by Lessor concerning said Lease shall be deemed sufficient if sent by certified mail, return receipt requested, to:

Division of Facilities Management, Design and Construction
Real Estate Services
PO Box 809
301 West High Street, Room 840
Jefferson City, Missouri 65102

Any notice by Lessee concerning said Lease shall be deemed sufficient if sent by the Director or Deputy Director, Division of Facilities Management, Design and Construction, by certified mail, return receipt requested, to the mailing address provided and updated by Lessor and subsequently set forth in the Missouri Automated Procurement System.

13. **APPROPRIATIONS**

It is understood between the parties that monies to fund rental and all other payments due under said Lease are annually appropriated by the Missouri General Assembly for one fiscal year beginning on July 1. It is understood and agreed by the parties that said Lease shall not be binding upon the Lessee unless and until general appropriations have been made by the Missouri General Assembly and, if applicable, funds have been

received from the United States Government for payment of rental or for any other payment under said Lease on behalf of the Lessee for any fiscal year during the initial period or any renewal or extension period of said Lease.

14. **BINDING AND ENTIRE AGREEMENT**

The covenants and agreements contained in said Lease shall be binding upon and shall inure to the benefit of the parties of said Lease, their respective successors, administrators, executors and assigns.

IN WITNESS WHEREOF, we have hereunto affixed our signatures.

LESSEE:	LESSOR:
Office of Administration	*Company*
By: _____	By: _____
Director Facilities Management, Design & Construction	*Name*
Date: _____	Date: _____

Rev. 8/4/05 - cti

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT M

PREFERENCE FOR HISTORIC BUILDINGS AND/OR BUILDINGS LOCATED WITHIN A CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT OR OTHER LOCAL REVITALIZATION DISTRICT IN URBAN CORES, SUBURBS, CITIES, TOWNS AND RURAL COMMUNITIES

M-1. HISTORIC PREFERENCE

M-1.1 Preference will be given to bidders offering space in buildings individually listed in the National Register of Historic Places or properties, which are a contributing element of a National Register Historic District or a certified local district.

M-1.2 All bidders requesting historic preference (referenced in M-1.1) must complete Section D-9 of the proposal form (Attachment D) and submit with the bid proposal to include the property address and name of the historic district. Include a photograph of the front elevation of the facility and a streetscape view showing the adjoining buildings.

M-1.3 Such preference will result in the automatic score of 4 (out of 5) points under the Subjective Evaluation.

M-1.4 Preference will also be given to bidders offering space in buildings which may have been determined to be eligible for listing on the National Register of Historic Places by the State Historic Preservation Office in the Department of Natural Resources.

M-1.5 All bidders requesting historic preference (referenced in M-1.4) must complete Section D-10 of the proposal form (Attachment D) and submit with the bid proposal to include a copy of the eligibility assessment and photographs. Include a photograph of the front elevation of the facility and a streetscape view showing the adjoining buildings.

M-1.6 Such preference will result in the automatic score of 3 (out of 5) points under the Subjective Evaluation Score Sheet.

M-2. CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT OR OTHER LOCAL REVITALIZATION DISTRICT PREFERENCE

M-2.1 Preference will be given to bidders offering space in buildings, which are located within any of the following specialized districts: Central Business, Community Improvement, Main Street Program or other Local Revitalization districts. An eligible property must be located within one of the specialized districts as designated by the local municipality.

M-2.2 All bidders requesting preference for specialized districts (referenced in M-2.1) must complete Section D-10 of the proposal form (Attachment D) and submit with the bid proposal to include verification by the city or local Government Official that the structure is located within one of the above designated areas. This documentation must also include a map identifying the street boundaries of such district, location of the proposal and date the local community designated the applicable district.

M-2.3 Such preference will be extended to buildings within the specialized districts (referenced in M-2.1) and will result in the automatic score of 4 (out of 5) points under the Subjective Evaluation Score Sheet.

M-3. HISTORIC & CENTRAL BUSINESS DISTRICT, COMMUNITY IMPROVEMENT DISTRICT, MAIN STREET PROGRAM DISTRICT, OR OTHER LOCAL REVITALIZATION DISTRICT PREFERENCE: Proposals seeking preference for **both** historic and a specialized district must follow all criteria stated in M-1 and M-2. If the proposal meets both criteria, such preference will result in the automatic score of 4 (out of 5) points for proposals which are both eligible for the Historical Register and located in a Specialized district and 5 (out of 5) points for proposals which are Certified on the Historical Register and located within a Specialized District.

STATE OF MISSOURI FACILITY SPECIFICATIONS AND DEFINITIONS

ATTACHMENT N

CONSTRUCTION SCHEDULES, PROGRESS REPORTS, SPACE EFFICIENCY, DEFAULT IN DELIVERY-TIME EXTENSIONS, PROPOSAL EVALUATION AND LEASE ACQUISITION ENVIRONMENTAL ASSESSMENT

N-1. CONSTRUCTION SCHEDULES

N-1.1 Within ten calendar days of issuance of the Notice of Award, the successful Bidder must submit a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the "Construction Time from Notice to Proceed to Completion" noted on Attachment D, Section D-7.

N-1.2 The tentative schedule shall include timing for completion of design and construction milestones including but not limited to: 1) submission of architectural drawings (Attachment F, Section F-8), 2) review and approval of plans and specifications by local political subdivision where construction or renovations shall take place, 3) issuance of building permit, 4) start of construction, 5) completion of principal categories of work, 6) issuance of building occupancy permit 7) phased completion and occupancy (if appropriate) 6) final construction completion date.

N-1.3 A final construction schedule must be submitted by the successful bidder within 10 working days from issuance of the written Notice to Proceed by Division of Facilities Management, Design and Construction (FMDC). The final construction should reflect accurate and updated timeframes for the design and construction milestones stated above in M-1.2.

N-2. PROGRESS REPORTS: After the start of construction, the successful bidder should submit written progress reports at intervals of 10 working days. Each report shall include information as to 1) percentage of the work completed by the phase and trade, 2) a statement as to the expected completion and occupancy date, 3) changes occurring in the project and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the discretion of FMDC the successful bidder shall conduct a weekly meeting to brief FMDC personnel and/or contractors regarding the progress of design and construction of the RFP. Such meeting shall be held at a location to be designated by FMDC.

N-3. SPACE EFFICIENCY

N-3.1 To demonstrate the potential for efficient layout, the bidder my be requested to provide a test fit layout at the bidder's expense when the space proposed contains certain features to include, but not be limited to; narrow column spacing, atrium, light wells or other areas interrupting contiguous spaces, extremely long, narrow runs of space, irregular space configurations or other unusual building features.

N-3.2 FMDC will advise the bidder if the test fit layout cannot accommodate the requirements of the RFP. The bidder will have the option of increasing the square footage offered at no additional expense to the state. The State may choose to judge the proposal non-responsive and eliminate it from consideration in accordance with Attachment G, Section G-1.2 through G-1.2-1.

N-4. DEFAULT IN DELIVERY - TIME EXTENSIONS

N-4.1 With respect to the successful bidder's obligation to deliver the premises by the completion date (Attachment F, Section F-10), time is of the essence. If the successful bidder fails to ensure the substantial completion and issuance of the Certificate of Conditional Acceptance by the guaranteed completion date, FMDC may by notice to the successful bidder terminate this award. Such terminations are effective when received by the successful bidder. The successful bidder is liable for any damages resulting from such terminations as provided in this clause. The State of Missouri shall, at a minimum, be entitled to the following damages:

(a) The excess rent for the replacement lease or leases above the cost proposed by the successful bidder. If the State of Missouri procures replacement lease or leases, which are in excess of the term of this award, the successful bidder is not liable for excess rent or adjustments during such excess of the lease term.
(b) All administrative and other cost the State of Missouri incurs in procuring a replacement lease or leases.
(c) Other, additional relief provided for in this award and/or lease as stated in Attachment F, Section F-6.4, and Attachment K, Section 4.

N-4.2 Damages to which the State of Missouri is entitled to under this clause are due and payable thirty (30) days following the date the successful bidder receives written notification from FMDC.

N-4.3 FMDC shall not terminate this award under this clause nor charge the successful bidder with damages under this clause if 1) the delay in completion of the work arises from excusable delays as stated in Attachment K, Section 4C and 2) the successful bidder within 10 days from the beginning of any such delay notifies FMDC in writing of the causes of the delay and such causes are deemed excusable by FMDC in its sole discretion. FMDC shall review the extent of the delay and if the facts warrant, FMDC may extend the guaranteed completion date to the extent there are no additional costs to the State of Missouri. Failure by the successful bidder to obtain building permits, zoning variations or other approvals to proceed with the project shall not be excusable per se. A time extension is the sole remedy of the successful bidder and will be issued at the sole discretion of FMDC.

N-5. PROPOSAL EVALUATION AND LEASE ACQUISITION

N-5.1 In accordance with the Code of State Regulations (CSR 35-2.030) the Commissioner of Administration and/or FMDC as the designee, is the exclusive representative of the State of Missouri in all real estate leasing transactions except otherwise stated in the CSR. Neither the tenant/using agency nor any individual, organization or group, shall have authority to obligate the State of Missouri in real estate leasing transactions in any form.

N-5.2 All proposals shall be evaluated by the evaluation committee who submit a recommendation for award to the FMDC. FMDC shall award the proposals in accordance with the criteria outlined in Attachment I, the State of Missouri Leasing Policy, the Code of State Regulations (CSR 35-2.010 through CSR 35-2.05060), Executive Orders and other rules and regulations as defined by the Commissioner of Administration and/or FMDC.

N-5.3 The Commissioner of Administration and/or FMDC reserves the right to reject any and all proposals, and may waive any minor informality or irregularity in a proposal. If deemed to be in the best interest of the state, The Commissioner of Administration and/or FMDC may negotiate a particular procurement.

N-6. ENVIRONMENTAL ASSESSMENT

N-6.1 In accordance with Section G-1.1 of the State of Missouri Specifications and Definitions, the premises must not be located on a site or within an area containing hazardous waste. All bidders must complete section D-11 of the Proposal Form (Attachment D) and include with the bid proposal for each proposed site.

N-6.2 At the discretion of the State of Missouri, a Phase I Environmental Site Assessment (ESA) and/or a lead based paint (LBP) and/or asbestos containing material (ACM) inspection may be required at the sole expense of the bidder.

N-6.3 If required, the Phase I ESA must be conducted by a qualified environmental consulting firm in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I – Environmental Site Assessment Process, ASTM Designation E 1527-94 (ASTM Practice E 1527 or the ASTM Practice). A certified inspector must also conduct the lead-based paint (LBP) and/or the asbestos containing material (ACM) inspection.

N-6.4 The scope of work for the Phase I ESA may include but not be limited to the following:

(a) A review of information provided by the client, owner or tenant of the subject property concerning previous environmental assessment reports, know environmental conditions and environmental liens associated with the subject property.

(b) A site inspection consisting of a visual survey of the subject property and adjoining properties, as accessible for indications of potential environmental liabilities such as areas of chemical storage/handling, surface staining, suspected disposal areas, aboveground and underground storage tanks, sumps and pits, and electrical equipment that may contain polychlorinated biphenyl's (PCB). Site photographs may be required to document the present conditions of the subject property and surrounding properties.

(c) An investigation of historical activities at the site, including interview with individuals, as readily available, which are knowledgeable of previous site uses.

(d) A review of standard historical sources, as readily available, provided by a commercial service in order to develop a history of the previous uses or occupancies of the subject property and adjoining areas.

(e) A review of additional state and local records and information concerning the subject property and surrounding properties provided by health departments, fire departments, electrical utility companies and other readily available sources.

N-6.5 All findings of the Phase I ESA and/or the LBP or ACM inspection must be submitted to the State of Missouri. A subsequent Phase II ESA may also be required at the sole expense of the bidder. Upon Notice of Award, any necessary re-mediation actions and associated costs in the development and execution of a remedial action plan from implementation through completion will be the responsibility of the successful bidder.

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

MATT BLUNT, Governor

Annual Wage Order No. 12

Section 072

NEW MADRID 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 objections 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
Colleen A. White, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With Secretary of State: **March 9, 2005**

Last Date Objections May Be Filed: **April 8, 2005**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/05		$19.90	51	30	$8.82
Boilermaker	9/05		$28.19	57	7	$17.42
Bricklayers-Stone Mason	10/05		$24.50	75	40	$6.10
Carpenter	5/05		$20.02	62	43	$8.55
Cement Mason	5/05		$18.00	81	7	$11.65
Electrician (Inside Wireman)	6/05		$31.60	82	7	$6.06 + 38%
Communication Technician	11/05		$27.45	44	47	$4.83 + 28.25%
Elevator Constructor	1/06	a	$35.815	26	54	$14.554
Operating Engineer						
Group I	5/05		$24.07	86	66	$14.53
Group II	5/05		$24.07	86	66	$14.53
Group III	5/05		$22.82	86	66	$14.53
Group III-A	5/05		$24.07	86	66	$14.53
Group IV	5/05		$21.84	86	66	$14.53
Group V	5/05		$24.77	86	66	$14.53
Pipe Fitter	7/05	b	$30.50	91	69	$17.18
Glazier	11/05		$18.96	89	50	$8.17
Laborer (Building):						
General			$15.67	49	7	$7.78
First Semi-Skilled			$16.99	49	7	$7.78
Second Semi-Skilled			$15.99	49	7	$7.78
Lather	5/05		$19.02	62	43	$8.55
Linoleum Layer & Cutter	5/05		$19.02	62	43	$8.55
Marble Mason	10/05		$24.50	75	40	$6.10
Millwright	5/05		$20.02	62	43	$8.55
Iron Worker	5/05		$21.05	90	61	$11.94
Painter	11/05		$17.61	106	62	$8.32
Plasterer	5/05		$18.10	121	20	$6.60
Plumber	7/05	b	$30.50	91	69	$17.18
Pile Driver	5/05		$20.02	62	43	$8.55
Roofer	6/05		$17.30	15	73	$5.85
Sheet Metal Worker	9/05		$31.19	32	25	$14.92
Sprinkler Fitter	8/05		$28.09	33	19	$12.00
Terrazzo Worker	10/05		$24.50	75	40	$6.10
Tile Setter	10/05		$24.50	75	40	$6.10
Truck Driver-Teamster						
Group I	5/05	c	$23.67	103	77	$7.50
Group II	5/05	c	$23.83	103	77	$7.50
Group III	5/05	c	$23.82	103	77	$7.50
Group IV	5/05	c	$23.94	103	77	$7.50
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

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

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

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

a - Vacation: Employees over 5 years - 8%, under 5 years - 6 %
*b - All work over $3.5 Million Total Mech. Contract - $30.50, Fringes - $17.18
All work under $3.5 Million Total Mech. Contract - $29.16, Fringes - $13.08
*c - Group I:
Projects over $3 3/4 Million - $23.67
Projects under $3 3/4 Million - $20.17
Group II:
Projects over $3 3/4 Million - $23.83
Projects under $3 3/4 Million - $20.33
Group III:
Projects over $3 3/4 Million - $23.82
Projects under $3 3/4 Million - $20.32
Group IV:
Projects over $3 3/4 Million - $23.94
Projects under $3 3/4 Million - $20.44

NEW MADRID COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

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

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

NO. 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 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. All work performed on recognized holidays and Saturday and Sunday shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

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

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 5:00 p.m. All work performed before 7:00 a.m. and after 5:00 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one & one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. 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.

NEW MADRID COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

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) 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. 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. 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.

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

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

NO. 62: Means eight (8) hours shall constitute a working day between 7:00 a.m. to 3:30 p.m. or from 8:00 a.m. to 4:30 p.m. exclusive of a one-half (½) hour lunch break. Monday through Friday shall constitute the regular work week. Starting and quitting time may be moved up or set back where conditions warrant; however, a notification for each project must be made prior to working 4-10's. All time over the regular work day as defined and all hours worked on Saturday shall be paid at the rate of one & one-half (1½) the regular rate of wages. If a job can't work forty (40) hours Monday through Friday because of inclement weather, Friday (if working 4-10's) or Saturday (if working 5-8's), may be worked as a make-up day at straight time. In the event that Friday (if working 4-10's) or Saturday (if working 5-8's) is utilized as a workday, any employee that has been absent from work during the week shall be paid the straight time rate until such time that the employee has earned forty (40) hours of straight time pay. If any employee is required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NEW MADRID COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 75: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. or C.S.T. or C.D.S.T. and 4:30 p.m., with a thirty (30) minute unpaid lunch period occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday, inclusive. The normal starting and quitting times may be changed by mutual consent of interested parties.

All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of one and one-half times the hourly base wage rate in effect. All time worked on Sundays and on recognized holidays shall be paid for at the rate of double the hourly base wage rate in effect.

In a work day provided a job runs at least four (4) working days, a ten (10) hour per day, four (4) days per week work schedule may be utilized. Ten (10) hours work per day shall constitute a day's work, forty (40) hours a week, Monday through Thursday, exclusively, shall constitute a week's work. The normal starting time of said day shall be between 6:30 a.m. and 8:30 a.m. The normal quitting time shall be ten and one-half (10½) hours after the starting time. A thirty (30) minute unpaid lunch shall occur in the middle of the day. The normal starting and quitting times may be changed by mutual consent of the interested parties. Provided a job runs at least four (4) working days and in the event, the job is shut down for eight (8) hours or more in one (1) work day Monday through Thursday due to inclement weather at the job site, then, at the option of the employer, Friday of the same work week may be worked as a makeup day. The Friday makeup day will be considered identical in start and stop times as a ten (10) hour work day, (even if some overtime occurs or should ten (10) hours be lost to inclement weather), it would be worked as all other work days.

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

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

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

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

NEW MADRID COUNTY OVERTIME SCHEDULE
BUILDING CONSTRUCTION

NO. 90: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. The work week shall be forty (40) hours, Monday through Friday. Any work in excess of forty (40) hours in one week shall be paid at the applicable overtime rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. In case of bad weather, or equipment breakdown, Friday may be used as a make-up day if four tens are being worked. If five eights are being worked, Saturday may be used as a make-up day. If the Employer works five eight hour days, all time over eight hours in one day will be paid at the overtime rate. If the Employer works four ten hour days, all time over ten hours per day will be paid at the overtime rate. Time and one-half (1½) shall be paid for the first two (2) hours of overtime work on any regular work day and any work performed before regular starting time and after regular quitting time and for the first ten (10) hours on Saturday. All work in excess of ten (10) hours regular work day and ten (10) hours on Saturday and all work performed on Sunday and recognized holidays shall be double (2) time.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

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. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 106: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) 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. 121: Means the regular work day shall be either eight (8) or ten (10) hours. The regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over eight (8) hours per day (if working five eight hour days) and ten (10) hours per day (if working four ten hours days) and over forty (40) hours per week shall be paid at time and one-half (1½) the regular rate of pay. If a job cannot work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working four ten hour days). Saturday may be worked as a make-up day at straight time (if working five eight hour days). Make-up days shall not be utilized for days lost because of Holidays. All work performed on Sundays and Holidays shall be paid for at two (2) times the regular straight time rate of pay.

NEW MADRID COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

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 the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 20: The following days or assigned days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day (to be observed November 11), Thanksgiving Day, and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive the double regular rate of pay for such work.

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

NO. 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 Saturday or Sunday, if worked the work day will be double time wages for the holiday.

NEW MADRID COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 43: All of the following days or assigned days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11th), Thanksgiving Day, and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is to be paid the employee unless worked. If the employee is required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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

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

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

NO. 61: All work performed on recognized holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be observed November 11 (or a mutually agreed date of the Friday after Thanksgiving if agreed by other crafts working on project), Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

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

NEW MADRID 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, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight - time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

NO. 73: All work performed on 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 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. 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. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OCCUPATIONAL TITLE	*Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER						
Journeymen	5/05		$25.56	23	16	$8.68
Millwright	5/05		$25.56	23	16	$8.68
Pile Driver Worker	5/05		$25.56	23	16	$8.68
OPERATING ENGINEER						
Group I	5/05		$23.15	21	5	$14.45
Group II	5/05		$22.80	21	5	$14.45
Group III	5/05		$22.60	21	5	$14.45
Group IV	5/05		$18.95	21	5	$14.45
Oiler-Driver	5/05		$18.95	21	5	$14.45
LABORER						
General Laborer	5/05		$21.77	2	4	$7.78
Skilled Laborer	5/05		$22.37	2	4	$7.78
TRUCK DRIVER-TEAMSTER						
Group I	5/05		$23.67	22	19	$7.50
Group II	5/05		$23.83	22	19	$7.50
Group III	5/05		$23.82	22	19	$7.50
Group IV	5/05		$23.94	22	19	$7.50

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

NEW MADRID COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

NO. 2: Means a regular workweek shall be forty (40) hours and 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 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.

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. 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 that the Employer may establish a workweek of four (4) days per week at ten (10) hours per day, exclusive of the thirty (30) minute unpaid lunch, at the straight time rate. Forty 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 rate (if working 4-10's). 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 (1&1/2) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. Starting time will be designated by the Employer. Fridays can be worked in lieu of holidays at the Employee's option. Saturday may be worked as a make-up day at straight time (if working 5-8's). Saturdays shall not be utilized as a make-up day for days lost from holidays (if working 4-10's). Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1&1/2) 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.

NEW MADRID 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 days 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. 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 Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. 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. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
Journeyman Lineman	$32.95	$4.25 + 26%
Lineman Operator	$23.86	$4.25 + 26%
Groundman	$18.93	$4.25 + 26%

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

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

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

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

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