

Purchasing
(660) 785.4159
(660) 785.7337 FAX



McClain Hall 106
100 E Normal
Kirksville, MO 63501-4221

TRUMAN STATE UNIVERSITY
Honor • Celebrate • Pursue

March 9, 2018

TO: ALL PROSPECTIVE CONTRACTORS

Truman State University is seeking bids to remove and install flooring and wall base in selected spaces in Magruder Hall as specified herein on the campus of Truman State University. Enclosed are the following documents for this project:

1. Specifications for Flooring Replacement in Selected Areas in Magruder Hall Project on the Campus of Truman State University
Project No. CP2018-007
2. Instructions to Bidders Document
3. Proposal Form, Bidders Signature and Statement of Bidder's Qualifications Document
4. Missouri Division of Labor Standards Annual Wage Order No. 24
Adair County, dated March 10, 2017 (last updated June 7, 2017).

Inspections of the current job site will be held Thursday, March 15th and Friday, March 16th at 4:00 PM. Please meet at the Magruder Hall east side entrance off of the parking lot between Magruder and Violette Halls. If you plan to attend or have questions please contact Lori Shook, Campus Planning at 660.785.7226, during regular business hours Monday – Friday from 8:00 AM to 5:00 PM.

Responses are to be submitted as outlined by 2:00 PM Thursday, March 27, 2018. If you have questions regarding this packet of information, please give me a call directly to 660.785.4326 or send an email to kmurphy@truman.edu. Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Kim Murphy'.

Kim Murphy, CPPO, CPPB
Purchasing Supervisor

INSTRUCTIONS TO BIDDERS

FLOORING REPLACEMENT IN SELECTED AREAS OF MAGRUDER HALL PROJECT ON THE CAMPUS OF TRUMAN STATE UNIVERSITY

Project No. CP2018-007

**Truman State University
Kirksville, Missouri**

I. INVITATION TO BID

- A. Sealed proposals will be received by Truman State University, at the Purchasing Department, in 106 McClain Hall, Kirksville, Missouri, until specified time of bid receipt deadline and then publicly opened and read aloud for furnishing all labor, materials, tools, appliances, equipment, services, etc., necessary for painting specified building trim, existing railings and other exterior elements as specified herein on the campus of Truman State University in accordance with project specifications dated March 2018.
- B. Specifications and other information for the project may be obtained from the Purchasing Supervisor in Room 106 McClain Hall, Kirksville, Missouri 63501, Phone 660.785.4326, Fax 660.785.7337 or printed from the Purchasing - Open Bid web page at the following link: <http://www.truman.edu/businessoffice/purchasing/open-bids/>.
- C. No bid can be withdrawn after the time set for the receiving of bids and pending consideration of and action upon same by the Owner. In no event, however, will action upon the bids be deferred beyond 60 days from the date hereinafter set forth for receiving of same.
- D. The Owner reserves the right to reject any or all bids and to waive any technicalities therein.

II. RECEIPT AND OPENING OF BIDS

- A. Truman State University, Kirksville, Missouri (herein called the "Owner") invites proposals on the bidding forms specified of which all blanks must be appropriately filled in. Bids will be received by the Owner at the Purchasing Department, 106 McClain Hall, Kirksville, Missouri, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and plainly marked with project title, bid date and bid time.
- B. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all openings of bids or authorized postponement thereof. Any bid received after the time and date specified

shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

III. PREPARATION OF BID

- A. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and in case of any discrepancy, the words shall govern.
- B. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.
- C. Bids submitted early may be withdrawn until the time of the opening of bids. Bids on file at the time of the opening of bids may not be withdrawn or modified for 60 days thereafter.
- D. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read, and be thoroughly familiar with, the requirements of the project. The failure or omission of any Bidder to do so shall not relieve the Bidder from any obligation of their bid.
- E. Each bid package must contain the following:
 - 1. Proposal Form and the Bid Bond (if required).
 - 2. Bidders Qualification Statement.

IV. SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

V. BID MODIFICATION

- A. Any Bidder may modify their bid by fax or email at any time prior to the scheduled closing time for receipt of bids, provided such fax or email communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the bid modification over the signature of the Bidder was mailed prior to the closing time. The fax or email communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.
- B. If written confirmation is not received within two (2) business days from the closing time, no consideration will be given to the fax or email modification.

VI. METHOD OF BIDDING

- A. The General Contractor shall include in their price for the Total Bid, all work required as per the project specifications.
- B. Bidders are hereby instructed to submit bids not including sales tax according to the provision of Section 144.062 RSMo. The successful Bidder will receive a Project Exemption Certificate and a Missouri Tax Exemption Letter from Truman State University to use in purchasing materials on a tax free basis. It will be the contractor's responsibility to provide the documentation to any sub-contractors. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

VII. QUALIFICATIONS OF BIDDER

- A. Each Bidder must submit as part of their bid proposal, a Statement of Bidders Qualifications which is part of the Proposal Form.
- B. The Owner shall have the right to take such steps as they deem necessary to determine the ability of a Bidder to perform the work, and each Bidder shall furnish to the Owner such information and data for this purpose as it may request. The Owner reserves the right to reject any bid where an investigation, or consideration of the information submitted by such Bidder, does not satisfy the Owner that the Bidder is qualified to carry out properly the obligations of the contract and to complete the work contemplated therein. Poor performance, lack of cooperation, or unjustified delay on construction projects for other state agencies or governmental units will be given special consideration by the Owner in judging the qualification of a Bidder.
- C. Conditional bids will not be accepted.

VIII. BID SECURITY

- A. A bid bond is not required for this project.

IX. TIME OF BID OPENING, COMMENCEMENT OF WORK, COMPLETION OF WORK

- A. Time Schedule
 - 1. Pre-Bid Walk-Thru: March 15th & 16th, 2018 at 4:00 PM
 - 2. Bid Receipt Deadline: 2:00 PM Tuesday, March 27, 2018
 - 3. Bid Opening: 2:05 PM Tuesday, March 27, 2018
 - 4. Notice to Proceed: Pending review of bids

5. Commencement of Work on Site: Upon issuance of purchase order & not prior to May 14, 2018
6. Final Completion of Work: Before August 10, 2018.

X. CONDITIONS OF WORK

- A. Each Bidder must inform themselves fully of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve the successful Bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of their contract.

XI. ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the plans, project manual or other pre-bid documents will be made to any Bidder orally.
- B. Every request for such interpretation should be in writing addressed to the University's Purchasing Department, 106 McClain Hall, Kirksville, MO 63501 and to be given consideration must be received at least five working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in form of written addenda to the project manual which, if issued, will be mailed to all prospective Bidders (at the respective addresses furnished for such purposes), not later than three working days prior to the date fixed for the opening of bids. Failure of any Bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligations under their bid as submitted. All addenda so issued shall become part of the contract documents.

XII. NOTICE OF SPECIAL CONDITIONS

- A. Attention is particularly called to those parts of the contract documents and project specifications that deal with the following:
 1. Inspection and testing of materials
 2. Insurance requirements
 3. Wage rates
 4. Stated allowances
 5. Time of construction.

XIII. LAWS AND REGULATIONS

- A. The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

- B. The selected Contractor shall be solely responsible for any injuries or damages caused by his work on the project, and the successful Bidder agrees to hold the Owner harmless from such claims. The successful Bidder also agrees to reimburse and indemnify the Owner for any amounts it may be legally obligated to pay for such claims and for any legal expenses it incurs in defending such claims.
- C. The selected Contractor shall have thorough and complete knowledge of the Americans With Disabilities Act of 1990. The successful Bidder also agrees to provide complete capabilities to meet or exceed all requirements required of this Act for the particular project awarded.

XIV. METHOD OF AWARD

- A. Bidding procedure involving base bids and additive alternate bids. One contract will be awarded for this project. Where additive alternates are requested, the award will be made to that responsible Bidder submitting the best and lowest Base Bid, or the best and lowest bid consisting of the Base Bid with such alternate additives as required to produce a net bid amount not to exceed availability of funds. The Owner may reject all bids or may award the contract to the Bidder determined to have submitted the best and lowest bid.

XV. OBLIGATION OF BIDDER

- A. At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect of their bid.
- B. Should a Bidder find discrepancies in or omissions from the drawings or project specifications, or should they be in doubt as to their meaning, they shall at once notify the Owner in writing. The Owner will send written instructions to all Bidders. The Owner will not be responsible for any oral instruction.
- C. Addenda may be issued during the time of bidding that shall be covered in the proposal and will become a part of this contract.
- D. No oral, fax or email proposals or modifications of proposals will be entertained except as described in the "Bid Modification" article in this document.

XVI. MATERIALS AND/OR PRODUCTS OF APPROVED EQUAL

- A. Where materials and/or products are specified by name of manufacturer, brand, trade name, or catalog number, only such specified items may be used in the Base Bid. Where two or more materials and/or products are named as equals, the choice of the listed equals shall be optional with the successful Bidder.

- B. The first named manufacturer's equipment has been used to determine space requirements. Should another manufacturer's equipment be used in preparing proposals, Bidder shall be responsible for determining and coordinating that said equipment will fit space allocated prior to shop drawing submittal.
- C. When several manufacturers are named in the project specifications, the corresponding product and models made by the specified manufacturers will be accepted and the bid may be based on any one of the products. However, if the bid is based on the products other than first name specified, it shall be understood that there will be no extra cost involved whatsoever, and the cost effect on other trades has been included in the proposal.
- D. If a Bidder desired to substitute any other material and/or product as an approved equal, they must obtain approval at least seven (7) days prior to the date set for opening of the bids. The request by a Bidder for an approved equal must be accompanied by data substantiating the claim that the material or products are equal to those specified, and the request must be submitted by the Bidder sufficiently far in advance for the Owner to make an informal decision prior to the opening of bids. Approval of the substitute shall be by Addendum sent to all Bidders.
- E. Previous approval by the Owner of materials and products for other projects does not constitute approval for this project.

XVII. RESPONSIBILITY AND INSURANCE

- A. The Contractor shall be responsible for the general care, control, and order of all operations carried on and about the premises during the continuance and until the completion and acceptance of the work herein specified. They shall see that all subcontracts (if any) are let well in advance, and require subcontractors to assemble their materials and make all preparations to start their work when project is ready to receive same so that no delays will occur.
- B. The Contractor shall take out Public Liability and Property Damage Insurance in amounts acceptable to the Owner as well as Worker's Compensation Insurance, and shall assume all risk and be responsible for all damage of any kind or description to any person or persons or any property caused or alleged to have been caused or incidental to the execution of this Work, and shall defend all suits or claims arising incidental to the execution of the Work under this contract without cost to anyone except the Contractor.
- C. The successful Bidder shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from their operations under the contract whether the operations be by them, by a subcontractor, or by anyone employed by them.

- D. The successful Bidder agrees to indemnify and save Truman harmless from any and all claims, demands, damages, actions, or causes of action, arising or to arise against Truman by reason of the successful Bidder's performance of the contract.
- E. Insurance shall be acquired for and on behalf of the successful Bidder in protecting the successful Bidder from claims for damages for bodily injuries, including sickness or disease, death and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations be by the successful Bidder or anyone directly or indirectly employed by them.
- F. The selected Bidder shall be required to carry the following insurance coverage and types at a minimum:
 - 1. Comprehensive General Liability: Coverage (including products/completed operations liability insurance and broad form comprehensive general liability endorsement or its equivalent) shall have minimum limits of \$2,000,000 per occurrence aggregate; and \$1,000,000 per each occurrence for bodily injury, death, or property damage per person. This shall be maintained for three (3) years after completion of the work if this policy is on a claims-made basis.
 - 2. Business and Comprehensive Automobile Liability: Coverage shall have minimum limits of \$2,000,000 combine limit per occurrence in the aggregate and \$1,000,000 per each occurrence for bodily injury, death, or property damage per person. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
 - 3. Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also should include off-site and in-transit exposures.
 - 4. Worker's compensation insurance as prescribed by the laws of the State of Missouri.
- G. Certificates of Insurance shall name Truman State University as an additional insured on all liability policies except for professional liability. The successful Bidder shall use the insurance industry standard ACCORD form, or other adequate proof of such insurance.
- H. The selected Contractor shall furnish prior to the start of the work, certificates or adequate proof of the foregoing insurance. Certificates furnished by the successful Bidder or their subcontractors shall contain a clause stating that "Truman State University is to be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the policy." Such notice is to be sent to the Owner's Purchasing Agent.
- I. The company providing insurance for the successful Bidder and their subcontractors must be licensed to do business in the State of Missouri and be acceptable to the Owner based upon A.M. Best or other ratings.

- J. The selected Contractor should be responsible for all losses that fall under any deductibles on required insurance coverage.
- K. If subcontractors are employed, the successful Bidder shall procure and maintain bodily injury and property damage liability insurance for and on behalf of the successful Bidder for claims and damages arising out of acts of subcontractors in the same amounts as required for claims and damages arising out of acts of the successful Bidder.

XVIII. STATUTORY REGULATIONS

- A. Missouri Preference: As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this professional services process must be handled as confidential and may not be shared with Firms who may want to do business with Truman without the prior written approval of the University.
- B. By virtue of statutory authority, a preference will be given to Missouri labor and to products of mines, forests, and quarries of the State of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtainable at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes 1978 and Cumulative Supplements. For the purpose of this document “suitable character” is defined as being of the same quality, appearance, color and texture in keeping with material specified.
- C. Buy American – Domestic Products Procurement Act. The MO Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States unless such purchase would increase the cost of the contract by more than ten percent (10%) or would contravene any existing treaty, law, agreement, or regulation of the United States. As defined in 34.350 RSMo, United States means the United State of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the Bidder must provide proof of compliance.

In order to receive preference for providing products, which meet the requirements outlined in the Missouri Domestic Products Procurement Act, the Bidder must complete, sign and return the form provided with this packet with their bid. If this form is not completed, signed, and returned, the items bid will not be considered to meet the requirements for preference.

- D. Executive Order 03-27: Executive Order 03-27 states Missouri state government agencies shall purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact of products generated

from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. In addition to the above, Firms must provide the following information:

1. A description of the proposed services that will be performed and /or the proposed products that will be provided by Missourians and/or Missouri products.
2. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. A description of the Firm's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
4. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the Firm must disclose such fact and provide details with their proposal.
5. MBE/WBE Certification. In accordance with Executive Order 98-21, firms are encouraged and may be required per the RFP to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oEO/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877.259.2963 or email heyern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ Both

In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Firms should apply the same preferences in selecting other appropriate resources. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preferences shall be given when quality is equal or better and delivered price is the same or less.

Truman reserves the right to consider historic information and fact, whether gained from the Firm's proposal response, question and answer conferences, references, or any other source, in the evaluation process.

In the evaluation of the Firm's proposal, Truman reserves the right to consider the value of money and any other economic impact factor as deemed appropriate and in the best interests of the University. The final determination of award shall be made by Truman. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Firms responding to this RFP the Firm whom has been selected to perform these creative design services. Any proposal award protest must be received within 20 days after the date of award in accordance with the State.

XIX. BREAKDOWN LIST

- A. The selected Contractor shall submit to the Owner, a complete breakdown, in triplicate, listing all parts of the work to be done by the Contractor with dollar amount set up for each part. The list shall include subcontracts and shall total the amount of the contract.
- B. No changes or substitutions may be made in the list of Subcontractors and manufacturers without written approval of the Owner. Contracts will not be signed before the list is approved. The Contractor will not employ any Subcontractor to whom the Owner may have reasonable objection.

XX. WAGE RATES AND EMPLOYMENT REQUIREMENTS

- A. The selected Bidder agrees to comply with Chapter 290, Revised Statutes of Missouri, which concerns the payment of prevailing wages on public works. A copy of the State of Missouri, Division of Labor Standards Annual Wage Order No. 24, Section 001, Adair County, Annual Incremental Wage Increase, effective March 10, 2017 (last updated June 7, 2017) is attached hereto and is a part of the contract. Not less than the prevailing hourly rate of wages determined by the Division shall be paid by a contractor or subcontractor. Contractor will forfeit a penalty to the Owner One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for work done under the contract by the Contractor or by any Subcontractor under them. Contractor will provide the University Certified Payroll Records and a Prevailing Wage Affidavit prior to or with an approved invoice for work performed.
- B. The Contractor and all Subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to the Owner of Twenty-five Hundred Dollars (\$2,500) plus an additional One Hundred Dollars (\$100) for each employee employed by the Contractor or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training as per Section 292.675, RSMo.
- C. During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent as measured by the United States Bureau of Labor Statistics) only

Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Contracting Officer under Section 290.550 through 290.580 RSMo,

- D. Every transient employer, as defined in Section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers' Compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234, RSMo, be liable for a penalty of Five Hundred Dollars (\$500) per day until the notices required by this section are posted as required by the statute

XXI. LIST OF SUBCONTRACTORS

- A. Each Bidder must include with their bid a list of Subcontractors, and major suppliers and/or manufacturers to be used in the execution of the work. Failure to include a complete list shall be grounds for rejection of bid. The bidder is advised that any person, firm, or other party whom it is proposed to award a subcontract under this contract must be acceptable to the University. The selected Contractor shall see that all subcontracts (if any) are let well in advance, and required to start their work when the project is ready to receive same so that no delays will occur.

XXII. OWNER REGULATIONS

- A. Alcohol and Illegal Drugs. Possession and/or use of alcohol or illegal drugs are prohibited on the Owner's campus. The Owner's published rules regarding this matter shall apply to **ALL** workers related to the particular project. Upon request, the University will provide these rules
- B. Smoking Policy. Truman State University is a tobacco-free campus. The tobacco-free policy includes cigarettes, smokeless tobacco and electronic nicotine delivery system or e-cigarettes. All parties acknowledge that Missouri state law substantially prohibits the smoking of tobacco products in public buildings. The University has adopted the policy that no smoking or tobacco use is allowed on any University property. The contractor will follow all university policies and procedures set forth.

- C. **Parking Regulations.** The successful Bidder agrees to comply with the Owner's published rules and regulations regarding vehicles and campus parking. All motor vehicles parked on the Owner's property must be identified with a properly displayed permit. Service vehicles are non-university vehicles which conduct university business or services on a regular basis. Loading and unloading zones are provided for the successful Bidder to use. It shall be further understood that driving on the Owner's sidewalks is not permitted. The successful Bidder will be responsible for their motorized vehicles and all violations identified to their vehicles. Any exigent circumstances are to be directed to the Department of Public Safety, Parking Services, 660.785.7400.

- D. **Cleaning.** The selected Contractor shall keep the premises clean and orderly at all times, and upon leaving the job site, shall thoroughly clean the premises. The job site shall be left clear of clutter such as food bags, soda cans, or soda cups at the end of each work day. This includes both the work area and any break areas. Any trash should be left in building centralized trash receptacles.

Prior to the completion of the project, the selected Contractor shall also remove any material considered a hazardous waste material or materials that would incur a fee to analyze and determine the method for disposal. The Owner's Environmental Safety Specialist, or his designate, shall be contacted to inspect the job site to verify no such materials are left present prior to final payment being released to the selected Contractor.

- E. **Non-Discrimination.** All contractors and all subcontractors doing business with the Owner must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by a contractor or subcontractor is found to exist, the Owner must take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all Bidder's lists until corrective action is made and ensured, and referral to the Attorney General's Office.

XXIII. MINORITY/WOMEN OWNED BUSINESS ENTERPRISES (MBE/WBE REQUIREMENTS)

- A. For contracts in an amount greater than or equal to One Hundred Thousand and 00/100 Dollars (\$100,000.00), the following provisions shall apply:
 - 1. The selected Contractor is bound to subcontracting not less than the percent indicated in the awarded contract to MBE/WBE(s).
 - 2. If the selected Contractor fails to meet or maintain stated percent, they must satisfactorily explain to the Owner why the requirements cannot be achieved and why meeting the requirements were beyond the selected Contractor's control.
 - 3. If the Owner finds the selected Contractor's explanation unsatisfactory, the Owner may take any appropriate action including, but not limited to:
 - a) Declaring the selected Contractor ineligible to participate in any Owner contracts for a period not to exceed six (6) months.

- b) Directing that the selected Contractor be declared in breach of the contract.
4. If a MBE/WBE is replaced during the course of the contract, the selected Contractor shall make a good faith effort to replace them with another MBE/WBE. All substitutions shall be approved by the Owner.
 5. The selected Contractor shall provide the Owner with regular reports on its progress in meetings its MBE/WBE obligations. As a minimum, the dollar value of work completed by each MBE/WBE subcontractor during the preceding month and as a cumulative total shall be reported as part of each monthly application for payment. Any payment not including such report will be rejected as incomplete. Upon final completion, the final pay request shall include a final report of the total dollar value of work completed by each minority subcontractor during the total contract and the calculations showing the final percentage goal attained.
 6. Vendors whose pricing will exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) must contact the Owner's Purchasing Agent to obtain the MBE/WBE forms that will need to be completed and included with their proposal response.

END OF DOCUMENT

**SPECIFICATIONS FOR
FLOORING REPLACEMENT IN SELECTED AREAS
OF MAGRUDER HALL PROJECT NO THE CAMPUS OF
TRUMAN STATE UNIVERSITY**

Project No. CP2018-007

**Truman State University
Kirksville, MO**

- I. SCOPE OF WORK:** Work covered by these specifications and drawings includes the furnishing of all materials, labor, tools, appliances, equipment, services, etc., necessary for removal and installation of flooring and wall base in selected spaces in Magruder Hall on the campus of Truman State University. The University will be coordinating furniture moves. The installation will be scheduled in phases and dates as agreed upon by the University and selected contractor. See attached summer class schedule and refer to section XI, A for important dates. All work shall be subject to the terms and conditions of these project documents.
- II. GENERAL CONDITIONS:** The selected Contractor shall conform to all requirements of these specifications. In case any point with regard to the true extent of these specifications and drawings are not fully understood by the bidder or if there is any doubt as to the items to be included in their bid, the bidder shall contact Campus Planning for such further instructions as may be necessary. In no case shall a bid be submitted in uncertainty.
- III. MANDATORY EXAMINATIONS OF PREMISES:** Before submitting bids for this work, each bidder shall examine the predetermined sites and satisfy themselves as to the existing conditions under which they will be obliged to operate, or that will in any manner affect the work under this contract. No allowances will be made for any error or negligence on the part of the selected Contractor for not examining the site for existing conditions.
- An inspection of the predetermined job sites will be held Thursday, March 15th and Friday, March 16th at 4:00 P.M. Please meet at the Magruder Hall east side entrance off of the parking lot between Magruder and Violette Halls. If you plan to attend or have questions contact Lori Shook, at 660.785.7226 or email lshook@truman.edu.
- All information is provided only for the assistance of the bidders and does not alleviate the bidder from thoroughly examining the site conditions. Failure of the bidders to review the site will not excuse bidders from performing the work as specified.
- IV. SPECIFICATIONS:** These specifications and drawings are intended to fully cover all phases of work involved. Should a case arise in which they apparently do not, Lori Shook

with Campus Planning shall decide such questions and the decision shall be final and binding on all parties. Notification of changes will be made in the form of a written addendum and forwarded to all bidders currently holding specifications for this project. All work necessary for specified work on the Truman campus must be done without extra charge.

- V. QUALITY AND WORKMANSHIP:** All labor, tools, materials and equipment necessary for the completion of all work included in these specifications and drawings shall be furnished at the selected Contractor's own expense. All materials used shall be new and fresh unless otherwise specified and both materials and workmanship shall be of the best quality and shall be subject to the approval of Campus Planning.

All labor shall be performed in a first-class, substantial, neat and workmanlike manner. All damage shall be repaired, including any building damage, glass breakage, exterior and interior walls, floors and surrounding grounds, grass and shrubbery, all patching done, all broken materials, and everything left perfect and complete in every respect.

All work shall be performed by workmen skilled in their trades and none but a first-class and complete job shall be accepted. It is implied that the selected Contractor shall, as part of this work, make all parts come together in a neat and finished manner, with minor work not mentioned but being required, also completed to make a first-class job. The job site is to be left in an orderly manner after each workday. The successful Contractor may contact the University On-Site Supervisor for additional details.

- VI. REQUIRED PRECONSTRUCTION MEETING:** The selected Contractor is required to schedule a Preconstruction Meeting before starting work, at a time convenient to the Owner, to discuss the phasing and any items that could impact progress.

- VII. PERMITS, LICENSES, AND SO FORTH:** The selected Contractor shall give the proper authorities all notices as required by law relative to the work in his charge, obtaining all official permits and paying for all legal fees that are necessary for the due and faithful performance of the work herein listed. This also includes notification of Division of Labor Standards by the selected Contractor of a prevailing wage project award. All required forms are included with the Annual Wage Order No. 24 Prevailing Wage Packet.

- VIII. DEFECTIVE WORK:** No work will be considered accepted which may be considered defective or deficient in any of the requirements of these specifications. The selected Contractor will be required to correct any imperfect work whenever discovered within a one (1) year period of final acceptance by the University.

- IX. INSPECTION OF WORK:** All work performed by the selected Contractor shall be subject to the approval of Campus Planning at all times during the progress of the work.

X. PROTECTION OF WORK: The Owner's property and the work performed, as well as the materials to be used, shall at all times be thoroughly protected from the weather and other causes, and all damage resulting from such neglect shall be made good by the selected Contractor at their own expense.

XI. SPECIFICALLY:

A. General Scope:

1. The purpose of these specifications is to obtain all labor, tools, materials, and equipment necessary for LVT, walk off carpet, stair treads, wall base and associated transition strips in selected spaces in Magruder Hall on the campus of Truman State University. Refer to the attached floor plans and rendering (Attachment B). Provide pricing for the base bid area and Alternates 1 and 2 (as noted on the floorplan). Additional construction drawings for MG Hall can be available as needed.
2. The project scope includes the following elements: Removal and disposal of existing flooring and wall base, preparation of existing surfaces, procurement of proposed materials and installation of materials. All installation is to be per the manufacturer's recommendations.
3. Phasing of installation will be coordinated with the University.
4. Extend flooring into door reveals, open-bottomed obstructions, removable flanges, alcoves and similar openings.
5. Allow flooring and wall base to acclimate to conditions of installation. Examine substrates for conditions under which flooring is to be installed. Subfloors must be dry, smooth, and free from dust, solvent, paint, wax, grease, oil, asphalt sealing compounds and other extraneous materials. Beginning of installation means installer accepts existing conditions.

B. Material Specifications:

1. Walk-off Carpet Tile: Tandus Centiva Assertive, Stria 04839, Chromium 26201.
2. LVT: Tandus Centiva Countour: Colorweave: Koala, Thunder and Night Bright. Install random mix of three colors in herringbone pattern. Refer to floor plans and digital images. Refer also to attached specification section 096500 (Attachment A). The digital images are not the final flooring selection, but are a representation of the pattern and color variation. The border color for Colorweave will be Thunder. Provide border dimensions to minimize waste and as approved by Campus Planning. A final digital rendering will be made available prior to installation.

3. Adhesives: Backing specific adhesives as recommended by flooring manufacturers.
4. Provide and apply sealer to the subfloor as needed and as recommended by the manufacturer.
5. Warranty: Manufacturer's standard warranties. Provide documentation.
6. Extra Materials: Full-size units equal to 5 percent of amount installed, but not less than 10 sq. yd. (8.3 sq.m.). Round up to nearest carton. Full-size units for wall base equal to 5 percent of amount installed.
7. Wall Base and Stringers: Johnsonite, or equal, black 40, 4" rubber cove base in coils. Provide pre-formed corners where appropriate.
8. Stair Nosings: Johnsonite/Tarkett VIRCNA, or equal, black 40, vinyl with grey abrasive visually impaired strip.
9. Transitions and Edge Guards: Provide Tandus Centiva Black Pearl 00082 transitions between walk-off and LVT. Provide rubber transitions at existing flooring as appropriate between dissimilar flooring materials; Johnsonite, or equal, black 40. Low profile; meet ADA requirements.
10. Rubber Adhesive: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

XI. SCHEDULE:

- A. Work to be completed before Friday, August 3, 2018. The following are important dates to consider for schedule of work:
 - May 14, 2018 – work may begin onsite
 - May 28, 2018 – Campus closed for holiday
 - June 9 – June 30 - JBA in rooms 1025 and 2050 all day; maintain clear egress.
 - July 4, 2018 – Campus closed for holiday
 - August 10, 2018 - Completion

XII. SALES TAX EXEMPTION:

- A. The University will utilize its exemption from payment of sales tax. The bids shall not include sales tax. The University's exercise of the rights under this paragraph shall not reduce the bidder's obligation to the University with respect to these specifications and drawings.
- B. The selected Contractor will be provided with the University Sales Tax Exemption Letter to be utilized for this project only.

XIII. BIDDING PROCEDURES:

- A. Prices quoted shall include all aspects of the work specified with materials and labor quoted separately.
- B. All bids must provide that they remain open for a period of not less than sixty (60) calendar days after the date of the bid opening.
- C. Only one (1) contract will be awarded for the work.

XIV. GUARANTEE: The selected Contractor shall provide a (1) year warranty on workmanship and shall supple manufacturer's standard warranty on materials. The installation provider must be directly responsible for the quality of the completed floorcovering installation, including both the quality of the materials and labor used in the installation. The installation provider must directly warrant to owner that all products, materials and services relate to the floorcovering installation (including any floorcoverings, adhesives and/or other products or materials used in the installation) will meet specifications set forth herein. The product warranty required herein must be provided directly by the flooring manufacturer.

XV. USE OF PREMISES: The selected contractor shall confine his apparatus, the storage of materials, and the operation of his workmen to such places and within such limits as to cause the least inconvenience to the University. Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Use designated areas of Owner's existing parking lot for construction personnel and staging.

XVI. REMOVAL OF RUBBISH: The selected Contractor shall not allow any dirt or rubbish to accumulate in the buildings or on the grounds adjoining the buildings. The selected Contractor shall promptly remove all debris and properly dispose of it off-campus. This also includes removal of any item(s) associated with the project that are considered hazardous waste.

XVII. ACCEPTANCE: Upon inspection of all work for damage and quality, the University will provide written acceptance or list of requirements to make work acceptable.

XVIII. COMPLETION OF WORK: Work shall commence upon receipt of an Agreement and Purchase Order from the University Purchasing Agent. Work may begin May 14. Work must be completed by August 10, 2018. Refer to important dates in Section XI, A to coordinate work. Orders for materials must be placed in time for installations to begin as

early as May 14, 2018. Construction will be underway on the east side of the building for the dining hall and kitchen renovation (Sodexo). A schedule of work showing planned sequence of work will need to be provided for the occupants of the building and for coordinating with the Sodexo construction. Preference is to complete the first floor from the entrance south or complete second floor south before June 1. The selected contractor and the University will agree on the final schedule prior to beginning work.

PROJECT NO. CP2018-007
BID DATE: Tuesday, March 27, 2018
BID TIME: 2:00 PM

PROPOSAL FORM

Proposal of _____
(hereafter referred to as Bidder)

TO: Truman State University
Purchasing Supervisor
106 McClain Hall
Kirksville, MO 63501

FOR: Flooring Replacement in Selected Areas in Magruder Hall Project – Truman State University

The undersigned Bidder hereby proposes and agrees to furnish all material, labor, tools, appliances, equipment, services, etc., necessary for removal and installation of flooring and wall base in selected spaces in Magruder Hall as specified herein on the University’s campus as set forth in the Information For Bidders and Specifications For Flooring Replacement in Selected Areas in Magruder Hall Project on the Campus of Truman State University as outlined for Project No. CP2018-007 dated March 9, 2018.

The undersigned Bidder further understands that there is no **Bid Security required** for this project.

The undersigned Bidder further understands that the prevailing wage determination rates for public works **will apply** for this project. A copy of Annual Wage Order No. 24, dated March 10, 2017 (last updated June 7, 2017), is included as a part of this project packet.

BASE BID: Work to be completed as outlined in the specifications necessary for removal and installation of flooring and wall base in selected spaces in Magruder Hall as specified herein on the campus of Truman State University as outlined in the project specifications. Other work to be included as outlined for this project in the specifications.

University to pay Bidder the sum of

Dollars (\$_____) for removal and installation of flooring and wall base in selected spaces in Magruder Hall as specified herein on the campus of Truman State University.

Itemize Base Bid:

Materials: _____

Labor: _____

Alternate 1: Total _____

Itemize Alternate 1 Bid:

Materials: _____

Labor: _____

Alternate 2: Total _____

Itemize Alternate 2 Bid:

Materials: _____

Labor: _____

Contractor Viewed Site: _____

Date Contractor May Begin Work: _____

Bidder hereby certifies that the following subcontractors, suppliers, and/or manufacturers will be used in the performance of the work:

Work Performed

Subcontractor Name & Address

Bidder hereby certifies that:

- a. Bidder has read and understands the Bidding Documents, and this Bid is made in accordance therewith;
- b. Bidder has visited the site, has familiarized themselves with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents;
- c. Bid is based upon the information for materials, labor, services, etc. required by the Bidding Documents without exception;
- d. Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents;
- e. Bid is genuine and is not made in the interest of or on behalf of an undisclosed person, firm or corporation;
- f. Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;
- g. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding;
- h. Bidder will not discriminate in any way against any employee or applicant for employment because of race, creed, color, sex or nationality in connection with the performance of the work. Bidder agrees that they will obtain identical certifications from each subcontractor and will retain such certification in their files.

Bidder understands Work may commence with the acceptance of a Purchase Order/Contract from the University. The completion date for this project is by August 10, 2018 and must be coordinated with the Project Manager.

Bidder acknowledges receipt of the following addenda:

ADDENDUM No. _____ DATED _____

ADDENDUM No. _____ DATED _____

ADDENDUM No. _____ DATED _____

END OF PROPOSAL FORM

BIDDER'S SIGNATURE
(Complete one of the four sections below.)

(1) IF AN INDIVIDUAL

Name of Individual

By _____
Signature of Individual

Address for Communications

Telephone Number

Fax Number

Social Security No.

State Residence Address:

Telephone Number

(2) IF A CORPORATION

Name of Corporation

By _____
Signature of Authorized Officer

Title of Authorized Officer

Address for Communications

Federal Tax ID No.

1. Incorporated under the laws of the State of

2. Licensed to do business in the State of Missouri:

_____ Yes _____ No

Telephone Number

Fax Number

(3) IF A PARTNERSHIP

Name of Partnership

By _____
Signature of Authorized Officer

Title of Authorized Officer

Address for Communications

Telephone Number

Fax Number

1. Names of Principal
Partners:

Social Security Number

(4) IF A JOINT OWNERSHIP

Name of Individual(s)

By _____
Signature of Individual(s)

Address for Communications

Telephone Number

Fax Number

State Residence Address:

Social Security Number

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

I. CONTRACTOR'S QUALIFICATIONS.

The University shall have the right to take such steps as it deems necessary to determine the ability of a Contractor to perform the work, and each Contractor shall furnish to the University such information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation, or consideration of, the information submitted by such Contractor, does not satisfy the University that the Contractor is qualified to carry out properly the terms of the specifications.

II. Information about the Contractor

A. Company Name: _____

B. Legal Name (if different): _____

C. Years in Business: _____

D. Number of years performing flooring jobs similar to this proposal: _____

E. Contact Person: _____

F. Full Mailing Address: _____

G. Telephone Number: _____

H. FAX Number: _____

I. E-Mail Address: _____

J. Federal Tax Identification Number: _____

K. Name and phone number of Bonding company: _____

L. Number of full-time employee's: _____

M. Names and titles of personnel who would work on this project (**attach brief experience listings** for each focusing on similar projects):

N. Name of person who would be Project Manager for this project (**attach experience listing** with similar projects): _____

This person will be required to meet with the University's Project Manager and/or their designee(s) regularly during the entire course of the work to discuss progress.

III. Qualifications and Requirements

No exceptions may be taken to the following:

- A. If more than one Contractor or company is involved in the flooring project, there must be a Prime Contractor. This Prime Contractor assumes responsibility for all other entities involved. **List Prime Contractor here:**

- B. The **response must include a signed statement** from all involved Contractors agreeing that all work will be done as specified and that all Vendors will work under the Prime Contractor to resolve any problems during the flooring process at no additional cost to the University. Write statement here with signature: _____

- C. Prime Contractor must take responsibility for all work performed. This includes any work performed from a third party.
- D. The Contractor is preferred to have been in this business for three years or more.
- E. The Contractor shall have completed projects of no less than 75% of this size and scope, and must be able to provide documented proof of this work and references.
- F. Other experience qualifying you for the Work now bid: _____
- G. Number of contracts on which default was made: _____
- H. Description of defaulted contracts and reason therefore: _____

- I. Have any administrative or legal proceedings been started against you alleging violation or any wage and hour regulations or laws? _____

If the answer is "yes", give details: _____

I certify that this company satisfies all the above items and have included all the required documentation with the proposal response.

Contractor: _____ Date: _____

Company: _____

Address: _____

IV. Experience and Existing Customers

The University is interested in Contractor's experiences that most closely resemble this flooring project.

How many projects within 200 miles of the University has the Contractor completed? How many statewide?

Area _____ Statewide _____

V. Workload

How many flooring projects of this type of project are currently underway by your company? _____

How many flooring projects do you estimate your company will be doing concurrently with the project in this document? _____

VI. References

To be a qualified Contractor, the Vendor must include below three references with similar flooring work being done. Preference will be given to Vendors with references for work at organizations most similar to the University. **References will be contacted - please verify information before submitting.** All references will be called. Please inform your contacts that a 15-20 minute call may be anticipated.

Reference #1

Organization Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #s: _____

Secondary Contact Person: _____

Secondary Contact Phone and Fax #s: _____

Dates of flooring project: _____

Description of Job: _____

Reference #2

Organization Name: _____
 Address: _____

 Type of Business: _____
 Contact Person: _____
 Telephone and Fax #s: _____
 Secondary Contact Person: _____
 Secondary Contact Phone and Fax #s: _____
 Dates of flooring project: _____
 Description of Job: _____

Reference #3

Organization Name: _____
 Address: _____

 Type of Business: _____
 Contact Person: _____
 Telephone and Fax #s: _____
 Secondary Contact Person: _____
 Secondary Contact Phone and Fax #s: _____
 Dates flooring project: _____
 Description of Job: _____

VII. Subcontractors/Partners

The applicable terms and provisions of the contract documents shall bind every subcontractor through the Primary Contractor. The University shall have no obligation to pay or see the payment to a subcontractor. Further information about subcontractors will be requested prior to award.

Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled Subcontractors/Partners if necessary. No subcontractors/partners will be allowed unless approved in writing by the University.

Business Name	Years Exp.	Function	Minority Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VIII. References for Subcontractors/Partners

Include below two references for EACH subcontractor (duplicate this page if needed for multiple subcontractors). Again, preference will be given to Contractors with references for implementations at organizations most similar to the University.

Reference #1

Organization Name: _____
Address: _____

Type of Business: _____
Contact Person: _____
Telephone and Fax #s: _____
Secondary Contact Person: _____
Secondary Contact Phone and Fax #s: _____
Dates of flooring project: _____
Description of Job: _____

Reference #2

Organization Name: _____
Address: _____

Type of Business: _____
Contact Person: _____
Telephone and Fax #s: _____
Secondary Contact Person: _____
Secondary Contact Phone and Fax #s: _____
Dates of flooring project: _____
Description of Job: _____

END OF DOCUMENT

Attachment A

SECTION 09 65 00

RESILIENT AND LVT FLOORING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Luxury vinyl tile and plank flooring.

1.2 REFERENCES

- A. ASTM International (ASTM):
 1. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
 2. ASTM D3389 - Standard Test Method for Coated Fabrics Abrasion Resistance (Rotary Platform Abrader).
 3. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 4. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 5. ASTM E662 - Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
 6. ASTM F137 - Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus.
 7. ASTM F970 - Standard Test Method for Measuring Recovery Properties of Floor Coverings after Static Loading.
 8. ASTM F925 - Standard Test Method for Resistance to Chemicals of Resilient Flooring.
 9. ASTM F1514 - Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change.
 10. ASTM F1515 - Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change.
 11. ASTM F1914 - Standard Test Methods for Short-Term Indentation and Residual Indentation of Resilient Floor Covering.
 12. ASTM F2055 - Standard Test Method for Size and Squareness of Resilient Floor Tile by Dial Gage Method.
 13. ASTM F2199 - Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat.
 14. ASTM F2421 - Standard Test Method for Measurement of Resilient Floor Plank by Dial Gage.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
- B. Shop Drawings: Phasing plan and plan showing understanding of material installation locations.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.

- B. Installer Qualifications: Trained journeymen with successful experience in the installation of resilient flooring.

1.5 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Handle materials to avoid damage.

1.7 PROJECT CONDITIONS

- A. Temperature Requirements: Maintain materials and areas of work at temperatures between 70 degrees F and 90 degrees F for not less than 48 hours before, during and 48 hours after installation. Maintain a minimum temperature of 55 degrees F thereafter.

1.8 WARRANTY

- A. Tandus Centiva Tile and Plank Flooring:
 - 1. Manufacturer's 20-year limited commercial wear warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Tandus Centiva, A Tarkett Company. Local representatives Brian Ayers, 312-467-9515 and Raean Stockham, 314-740-8388.
- B. Contour Series, Colorweave 7.2" x 48" plank. 32 mil (0.8 mm) wear layer thickness. Square edge. Emboss: Quarry.

2.2 LVT PLANK AND TILE FLOORING

- A. LVT Performance:
 - 1. Meets ASTM F1700 Class III Type B.
 - 2. Meets CDPG Standard Method v1.1-2010; FloorScore Certification.
 - 3. ASTM E-648 Flammability: Class 1.
 - 4. ASTM E-662 Smoke Density: Passes <450.
 - 5. ASTM 925 Chemical Resistance: Excellent.
 - 6. ASTM 1514 Resistance to Heat: Excellent.
 - 7. ASTM 970 Static Load: Passes.
 - 8. ASTM F0247 Slip Resistance: Passes >0.5 ADA Compliant.
 - 9. ASTM F137 Flexibility: Passes.
 - 10. ASTM F2199 Dimensional Stability: Passes.
 - 11. ASTM F1914 Residual Indentation: Excellent.
 - 12. ASTM F1515 Resistance to Light: Excellent.

2.3 ACCESSORIES

- A. Adhesive: Product to be adhered to surface and proper preparation using Tarkett RollSmart, CENTI 2001 Wet Set, CENTI 6000 SP, CENTI 2000 EP or other Tandus Centiva LVT preferred adhesive; as recommended by representative.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

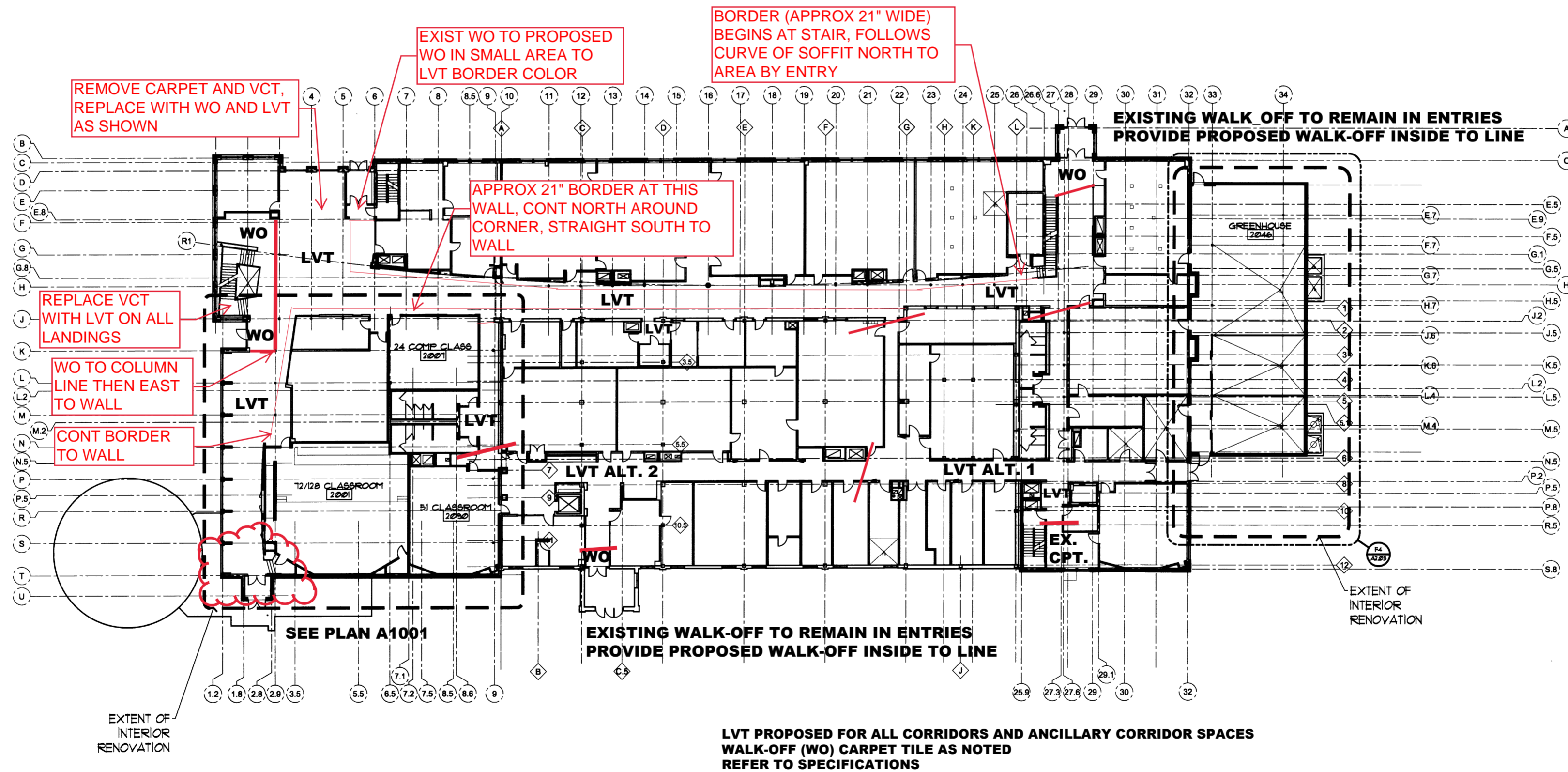
- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent materials.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

Attachment B



LVT PROPOSED FOR ALL CORRIDORS AND ANCILLARY CORRIDOR SPACES
WALK-OFF (WO) CARPET TILE AS NOTED
REFER TO SPECIFICATIONS

MAIN LEVEL FLOOR PLAN
SCALE: 1/16" = 1'-0"

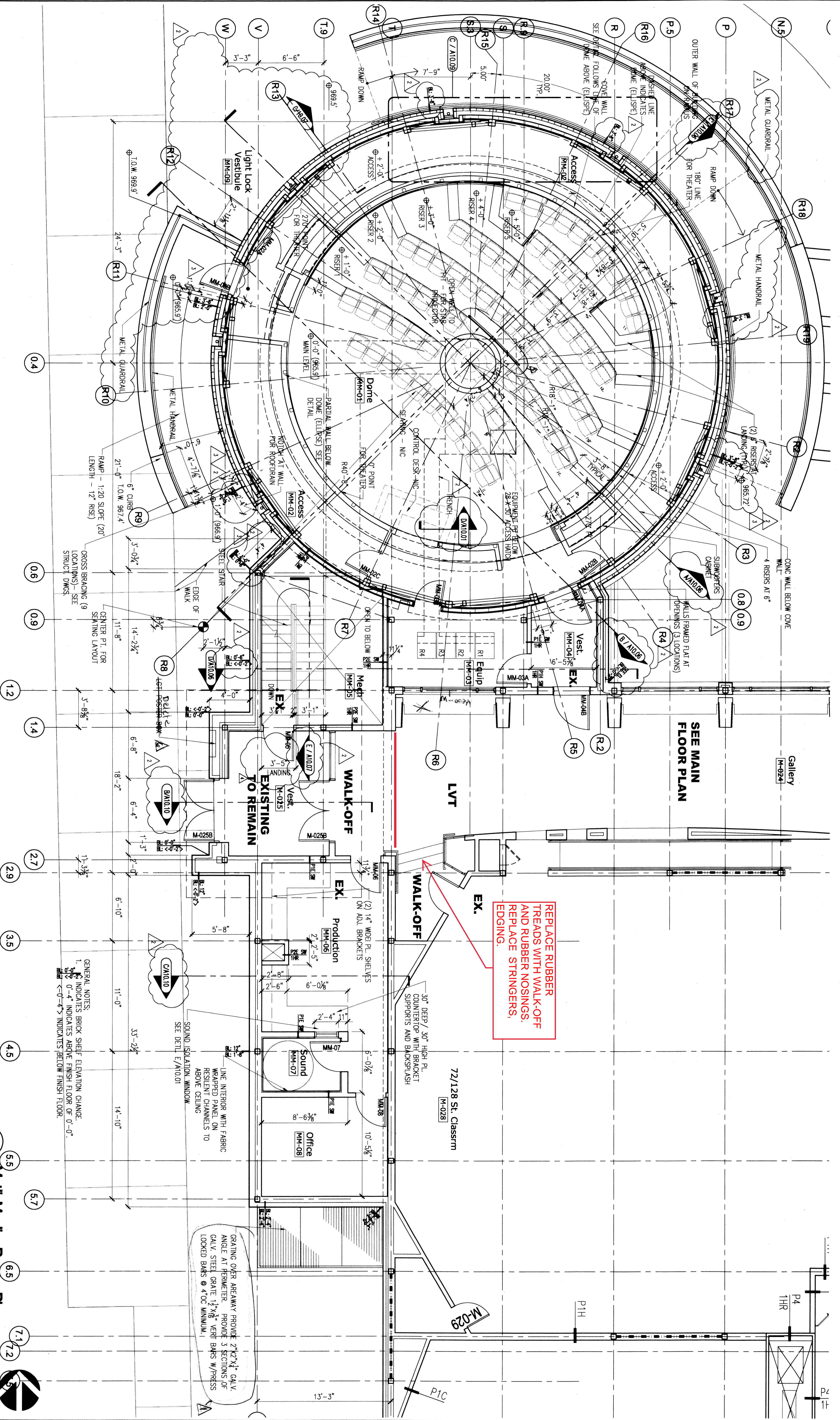
Hastings Chivetta
 CIVIL ENGINEER
 LANDSCAPE ARCHITECT
 STRUCTURAL ENGINEER
 MECHANICAL ENGINEER
 ELECTRICAL ENGINEER
 4545 Osage Ave., St. Louis, MO 63116 (314) 645-6292
 700 Corporate Park Dr., St. Louis, MO 63105 • 314-883-5777

TRUMAN STATE UNIVERSITY
MAGRUDER HALL RENOVATIONS
 Kirksville, Missouri 63501-4221

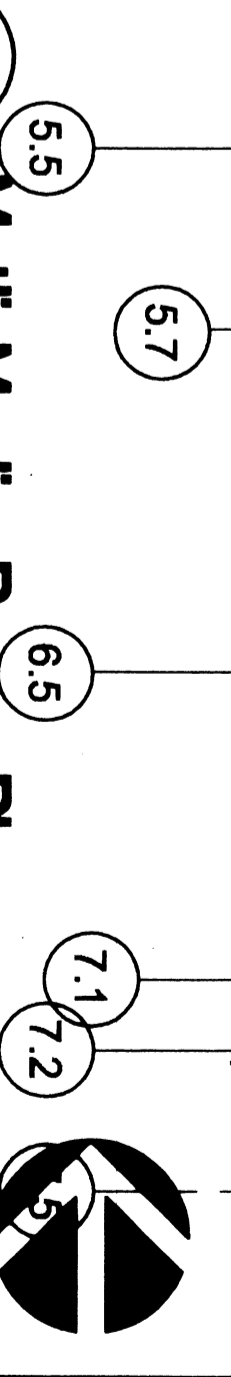
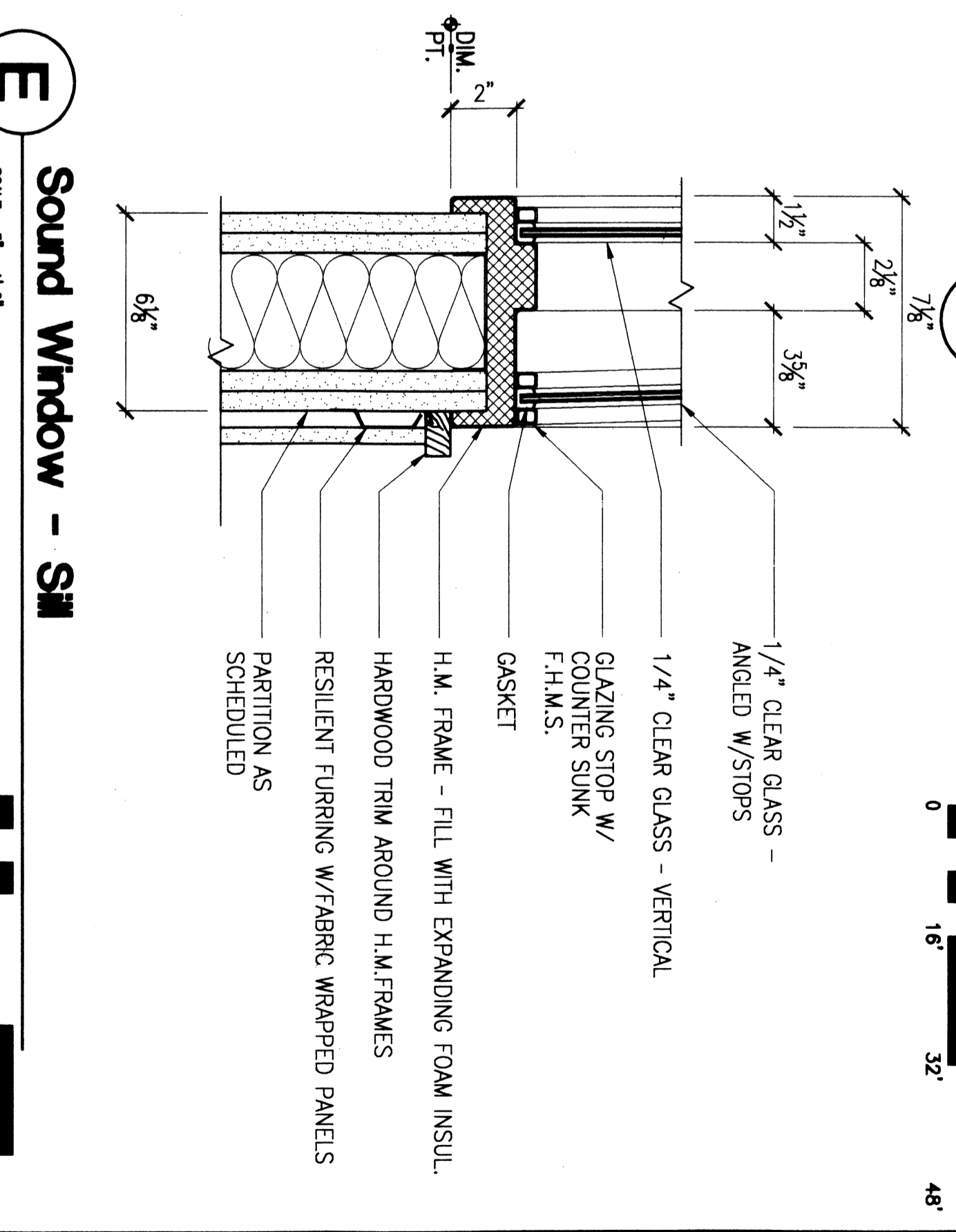
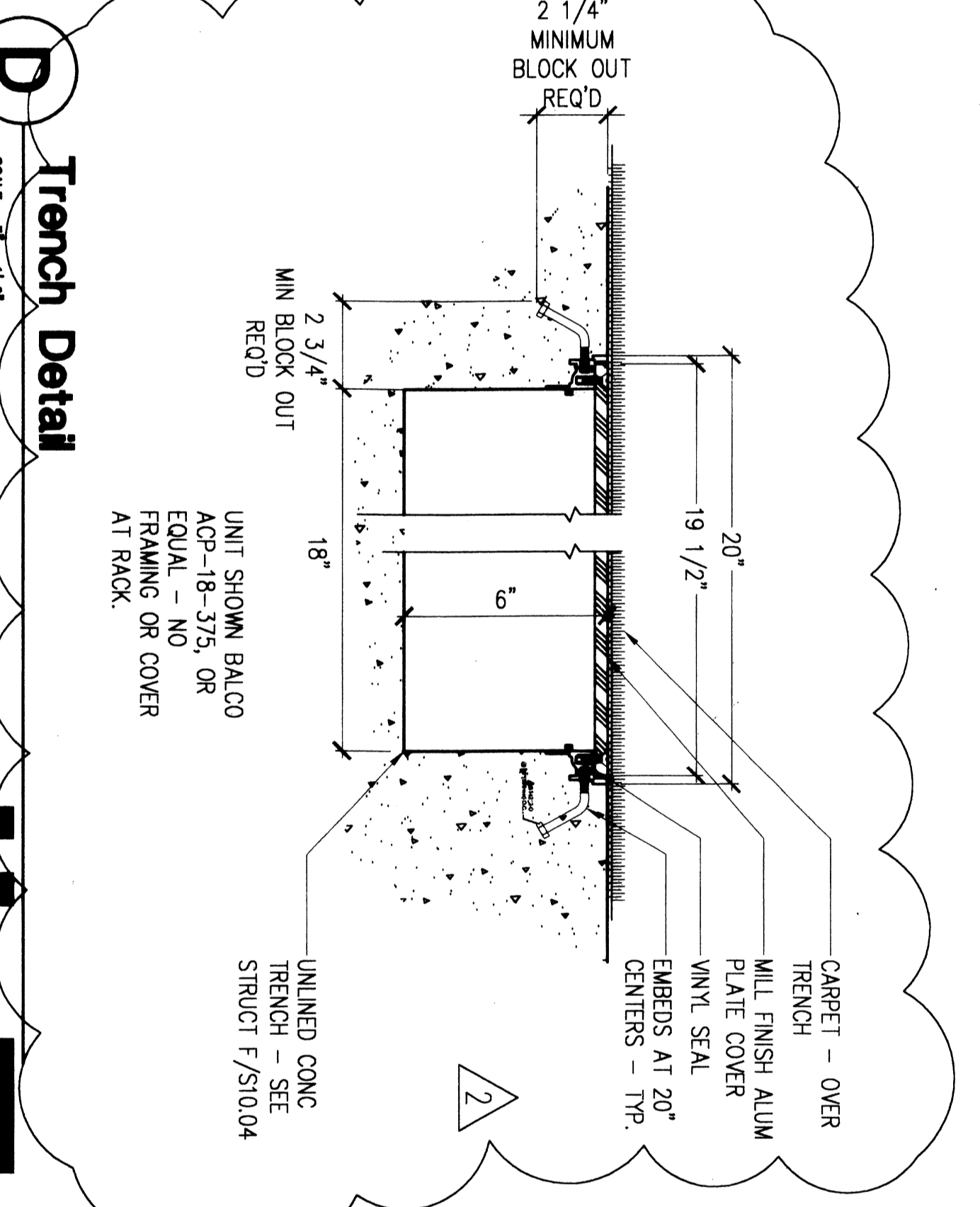
TRUMAN
 STATE UNIVERSITY
 PROJ NO: 2929.03
 DATE:
 REVISIONS:
 SHEET NAME:
 MAIN LEVEL
 FLOOR PLAN
A2.02

BID SET: MAY 26, 2009

V:\PROJECTS\Act1w7 - 2929 through 2950\2929.03 TSU Magruder Hall\2929.03 Cadd-Contract Documents\2929.03 A2.02.dwg 3/11/2009 Plotted by: Tiffany Kirby



REPLACE RUBBER TREADS WITH WALK-OFF AND RUBBER NOSINGS. REPLACE STRINGERS, EDGING.



GENERAL NOTES:
1. 0'-0" INDICATES BRICK SHELF ELEVATION CHANGE.
2. 0'-0" INDICATES ABOVE FINISH FLOOR OF 0'-0".
3. 0'-0" INDICATES BELOW FINISH FLOOR.

HELLMUTH, OBATA + KASSABAUM, INC.
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Tel: (636) 822-2217
Fax: (636) 822-7888

Civil Engineer Consultant
David Mason & Associates
209 West Pine
Swansea, IL 62226
Tel: (618) 234-7770
Fax: (618) 234-7283

Graphic Design Consultant
Signature Design
St. Louis, MO 63103
Tel: (314) 621-6333
Fax: (314) 621-0179

Cost Consultant
CRB Builders, L.L.C.
11701 Borman Drive
St. Louis, MO 63146
Tel: (314) 997-0244
Fax: (314) 997-6117

Code Consultant
Code Consultants, Inc.
804 Borman Circle Drive
St. Louis, MO 63146
Tel: (314) 997-0244
Fax: (314) 997-4614

AV Consultant
Shen Wilson Miller Inc.
2 North Riverside Plaza, Suite 1480
Chicago, IL 60606
Tel: (312) 559-4665
Fax: (312) 559-5393

STATE UNIVERSITY
TRUMAN
PROJECT
Magruder Hall Renovation/Addition
Kansasville, Missouri
PREPARED FOR
Truman State University
McClain Hall, 100 East Normal 63591-4221

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Fax: (618) 234-7283

Graphic Design Consultant
Signature Design
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Fax: (314) 621-0179

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Fax: (314) 997-4614

AV Consultant
Shen Wilson Miller Inc.
2 North Riverside Plaza, Suite 1480
Chicago, IL 60606
Tel: (312) 559-4665
Fax: (312) 559-5393

REVISIONS

NO.	DESCRIPTION	DATE
1	ADDENDUM 1	12/17/01
2	PR-018	08/28/02
3	RI 374	9/23/04
4	RI 379	10/4/04
5	ASST. I/S	
6	R/E 33-4	
7	R/E 47-24	

ISSUE DATE: December 6, 2001
HOK PROJECT CODE: 00062210
FILENAME: 0410725
DRAWN BY: [Signature]
REVIEWED BY: [Signature]

Multi-Media Room
Main Level Plan
SHEET NUMBER
CONFORMANCE SET, PRINTED 04/05/02

Attachment C

Discipline	#	Course Title	Last	First	Session	Days	Time	Capacity	Building	Room	Remarks
CHEM	131	Chemical Principles II	Pultz	Vaughan	31MAY-29JUL	MW	1-3:50PM	24	MG	1023	LAB (UB here until 12:30)
UB		Chem and Anatomy			06JUN-10JUL	M-F	7:45AM-12:30PM		MG	1023	LAB
JBA I		Chemistry	Lamp	Brian	09-30JUN	SUN-SAT	9AM-7:30PM		MG	1025	LAB
CHEM	130	Chemical Principles I			31MAY-29JUL	T	9-11:50AM	24	MG	1029	LAB
CHEM	130	Chemical Principles I			31MAY-29JUL	W	1-3:50PM	24	MG	1029	LAB
CHEM	100	Chemistry for Contemporary Living with Lab	Lyon	Jacob	31MAY-29JUL	TR	1-2:50	24	MG	1029	LAB
CHEM	333	Organic Chemistry Recitation Lab	Ramberg	Peter	31MAY-29JUL	M-R	9-11:15AM	15	MG	1040	LAB
UB		Chem and Anatomy			06JUN-10JUL	M-F	7:45AM-12:30PM		MG	1090	
UB		Chem and Anatomy			06JUN-10JUL	M-F	7:45AM-12:30PM		MG	1099	Is this second classroom needed - Sarah?
UB		Staff Meeting			12/19/2020 and 02/19/2021	TUES	12:30-3PM		MG	2000	
UB		Daily Vital Signs			06JUN-10JUL	M-F	9:45-10:45AM		MG	2001	
UB		ACT Testing			06-08JUN	06-08JUN	8AM-1PM		MG	2001	
UB		ACT Testing			9-Jul	9-Jul	8-9PM		MG	2001	
UB		ACT Testing			11-Jul	11-Jul	9:45AM-1:15PM		MG	2001	
JBA I		Chemistry	Lamp	Brian	09-30JUN	SUN-SAT	6PM-8PM		MG	2005	Computer Lab
UB		Math Instruction			06JUN-10JUL	M-F	8AM-1PM		MG	2005	
BIOL	304	General MicroBiology	Patrick	Joyce	31MAY-29JUL	TWR	10:50AM-12:30PM	24	MG	2007	
CHEM	333	Organic Chemistry Recitation	Ramberg	Peter	31MAY-29JUL	M-R	8-8:50AM	15	MG	2007	
CHEM	100	Chemistry for Contemporary Living with Lab	Lyon	Jacob	31MAY-29JUL	TWR	10:50AM-12:30PM	24	MG	1094	
BIOL	100	Biology Lab	Fielden-Rechav	Laura	30MAY-30JUN	MW	1-4PM	24	MG	2012	LAB
JINS	354	WE/Insects, Diseases and Humans	Felden	Laura	31MAY-29JUL	M	1-2:40PM	25	MG	2024	Hybrid
JINS	354	WE/Insects, Diseases and Humans	Felden	Laura	31MAY-29JUL	W	1-4PM	25	MG	2024	Used same classroom and days/times as last year - none provided
JBA I		Chemistry	Lamp	Brian	09-30JUN	SUN-SAT	9AM-7:30PM		MG	2050	
BIOL	304	General MicroBiology	Patrick	Joyce	31MAY-29JUL	MW	1-4PM	24	MG	2061	LAB
BIOL	100	Biology	Fielden	Laura	30MAY-30JUN	TR	9-11:50AM	24	MG	2078	
BIOL	325	Human Physiology with Lab	Mitchell	Jeanne	31MAY-29JUL	MWF	1-2:40PM	24	MG	2078	
CHEM	131	Chemical Principles II	Pultz	Vaughan	31MAY-29JUL	MTR	9-10:40AM	24	MG	1094	
BIOL	325	Human Physiology with Lab	Mitchell	Jeanne	31MAY-29JUL	TR	1-2:50PM	24	MG	2079	LAB (UB here until 12:30)
UB		Chem and Anatomy			06JUN-10JUL	M-F	7:45AM-12:30PM		MG	2079	LAB
CHEM	130	Chemical Principles I			31MAY-29JUL	MWR	9-10:40AM	24	MG	2090	
CHEM	331	Organic Chemistry II	O'Brien	John	31MAY-29JUL	MTR	1-2:40PM	20	MG	2090	
CHEM	329	Organic Chemistry I	O'Brien	John	31MAY-29JUL	MTR	10:50AM-12:30PM	20	MG	2090	

1st Five Weeks (30MAY-30JUN)

2nd Five Weeks (03JUL-04AUG)

Entire Summer Session (31MAY-29JUL) Ten weeks thru 05AUG

Discipline	#	Course Title	Last	First	Session	Days	Time	Capacity	Building	Room	Remarks
May Interim (13-27MAY)											
JBA Session I (09-30JUN)											
JBA Session II (07-28JUL)											
Upward Bound (06JUN-10JUL)											
OFF SCHEDULE Course/Reservation											

The image features a detailed architectural floor plan of a building, likely Magruder Hall, rendered in white lines on a light gray background. A large, semi-transparent green rectangular area is superimposed over the central part of the plan. The text 'MAGRUDER HALL' is centered within this green area in a bold, dark gray, sans-serif font. The floor plan shows various rooms, corridors, and structural elements, with some areas highlighted in a darker shade of green.

MAGRUDER HALL

ROOM SCENE



Tandus Centiva
Product: C-Stamped
Color: Odyssey
Size: 7.2 x 36
Installation: Herringbone



Tandus Centiva
Product: Assertive Stria
Color: Chromium
Installation: Power Bond

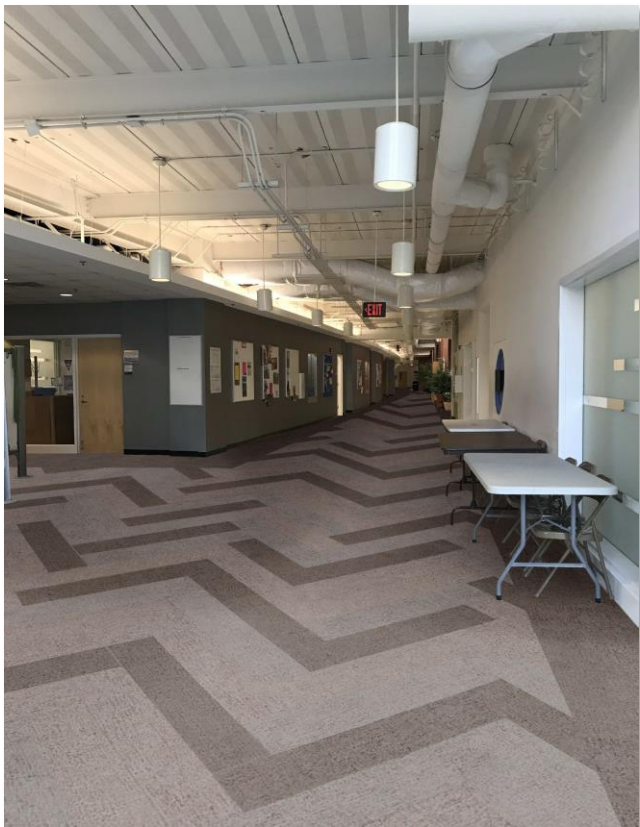


Tandus Centiva
Product: C-Stamped
Color: Nova
Size: 7.2 x 36
Installation: Herringbone



Tandus Centiva
Product: C-Stamped
Color: Foundry
Size: 7.2 x 36
Installation: Herringbone,
Vertical Ashlar

ROOM SCENE



Tandus Centiva
Product: C-Stamped
Color: Odyssey
Size: 7.2 x 36
Installation: Herringbone



Tandus Centiva
Product: C-Stamped
Color: Foundry
Size: 7.2 x 36
Installation: Herringbone,
Vertical Ashlar



Tandus Centiva
Product: C-Stamped
Color: Nova
Size: 7.2 x 36
Installation: Herringbone



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YOU**

We would appreciate your feedback, if you could answer these few questions:

<http://survey.constantcontact.com/survey/a07ee2ynxw9j1qqeg4z/start>

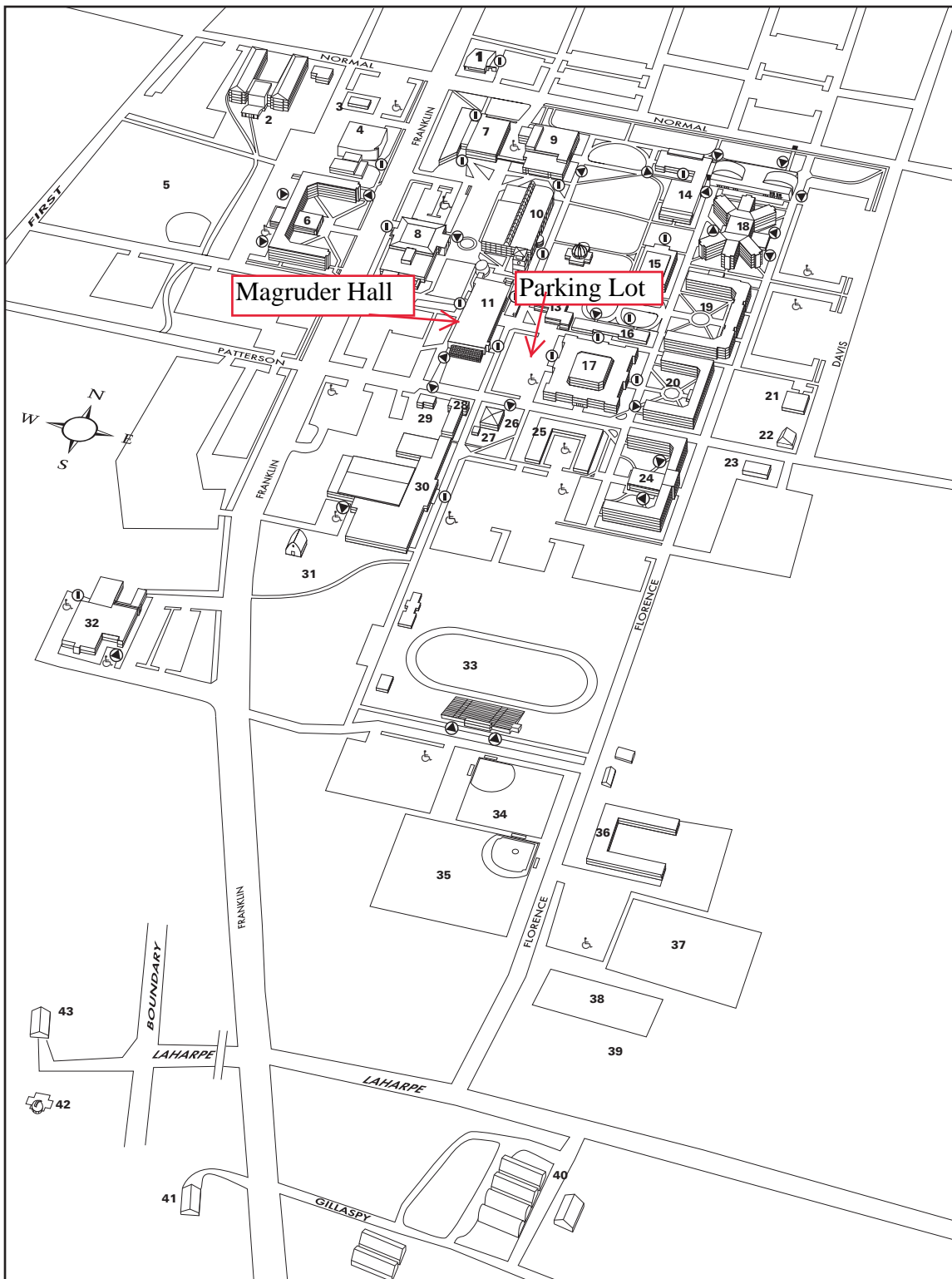
WHEN USING OUR DESIGN SERVICES PLEASE KEEP IN MIND:
PDFs and JPGs are only to show pattern/scale, and are not
color accurate due to variations in printers and screens.
Please order samples of exact product for color accuracy.
All estimates are rough and are based on visualization.

TRUMAN

STATE UNIVERSITY

- 1 Ruth W. Towne Museum & Visitors Center
- 2 West Campus Suites
- 3 Public Safety
- 4 Student Recreation Center
- 5 Student Recreation Field
- 6 Centennial Hall
- 7 McClain Hall
- 8 Student Union
- 9 Baldwin Hall
- 10 Pickler Memorial Library
- 11 Magruder Hall
- 12 Kirk Memorial
- 13 Power Plant
- 14 Ophelia Parrish
- 15 Kirk Building
- 16 McKinney Center
- 17 Violette Hall
- 18 Missouri Hall
- 19 Blanton-Nason-Brewer Hall
- 20 Dobson Hall
- 21 Randolph Apartments
- 22 University Mail Services
- 23 University Club House
- 24 Ryle Hall
- 25 Fair Apartments
- 26 Adair Building
- 27 Adair Annex
- 28 E.C. Grim Hall
- 29 University Counseling Services
- 30 Pershing Building
- 31 Red Barn Park
- 32 Barnett Hall
- 33 Stokes Stadium & Gardner Track
- 34 Softball Field
- 35 Baseball Field
- 36 Campbell Apartments
- 37 Soccer Field
- 38 Tennis Courts

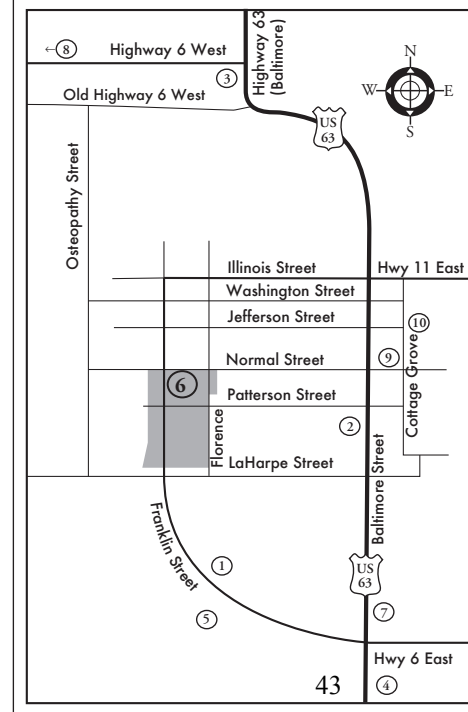
- 39 Athletic Field
 - 40 Baldwin-Delaney Buildings
 - 41 Truman State University Press
 - 42 Observatory
 - 43 University Farm
-  Handicapped Parking
 Automatic Handicap Access
 Handicap Access



KIRKSVILLE

ACCOMMODATIONS

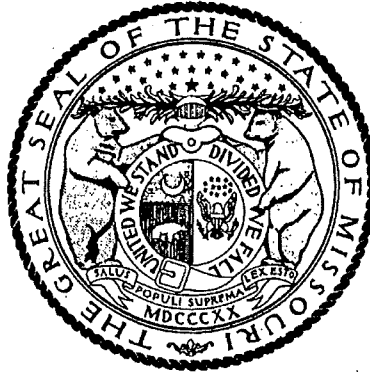
- | | |
|---|--|
| 1. Knights Inn
660.665.8352 • 800.301.2772 | 6. Truman State University
660.665.8826 • 800.800.8000 |
| 2. Budget Host Village Inn
660.665.3722 | 7. Super 8 Motel
660.665.8826 • 800.800.8000 |
| 3. Comfort Inn
660.665.2205 • 800.424.6423 | 8. Thousand Hills State Park Cabins
660.665.7119 • 800.334.6946 |
| 4. Days Inn
660.665.8244 • 800.329.7466 | 9. Brashear House B&B
660.627.0378 |
| 5. Holiday Inn Express Hotel & Suites
800.Holiday • 660.627.1100 | 10. Cottage Grove B&B
660.627.4444 |



Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

Section 001

ADAIR COUNTY

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

Original Signed by

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$18.50	FED		\$8.62
Electrician (Inside Wireman)			\$30.57	69	75	\$5.93 + 35%
Electrician (Outside-Line Construction)\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor	6/17	a	\$47.07	26	54	\$33.275
Glazier			\$23.35	36	52	\$6.71
Ironworker	6/17		\$29.65	50	4	\$29.05
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$17.00	FED		
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$25.685	22	55	\$9.045
Truck Driver-Teamster						
Group I		c	\$25.535	35	36	\$8.65
Group II		c	\$25.695	35	36	\$8.65
Group III		c	\$25.685	35	36	\$8.65
Group IV		c	\$25.805	35	36	\$8.65

Fringe Benefit Percentage is of the Basic Hourly Rate

**Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 24

6/17

45

**REPLACEMENT PAGE
ADAIR COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

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

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

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

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

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

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

NO. 35: 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**REPLACEMENT PAGE
ADAIR COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (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 eight (8) hour days or four 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) hours 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, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**REPLACEMENT PAGE
ADAIR COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**REPLACEMENT PAGE
ADAIR COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

NO. 69: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m., except for a thirty (30) minute lunch period shall constitute a regular work day. Forty (40) hours, within five (5) such work days-Mondays through Friday, inclusive, shall constitute a regular work week. The starting and quitting time for each job shall be subject to variance by mutual Agreement and where not agreed otherwise the regular starting time shall be 8:00 a.m. and the quitting time shall be 4:30 p.m. In order to meet job site or owner conditions, the above section may be modified to allow for a workday/workweek of four (4), ten-hour days (4-10's) provided that the following condition is met:

The project must be for a minimum of four (4) consecutive days, beginning on either a Monday or Tuesday, holidays, inclusive.

All work performed outside of the regularly scheduled working hours, Monday through Friday, and on Saturday shall be paid at one and one-half (1½) times the hourly rate. On all work performed on Sundays and recognized legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall be paid at eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

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BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the 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 paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

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

ADAIR COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

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

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

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

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 44: All work done on New Year's Day, Decoration 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 work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**ADAIR COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

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

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

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

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

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

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

NO. 75: Means that on all work performed on Sundays and the following legal holiday or days that may be celebrated as such, shall be paid at double (2) the hourly rate: New Year's Day, Memorial Day, and Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$25.685	26	25	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.14	25	21	\$12.85
Group II	6/17	\$29.30	25	21	\$12.85
Group III	6/17	\$29.29	25	21	\$12.85
Group IV	6/17	\$29.41	25	21	\$12.85

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

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
ADAIR COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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.

**REPLACEMENT PAGE
ADAIR COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**ADAIR COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

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

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

Employee Name	Health and Welfare (\$/hr)	Pension (\$/hr)	Vacation (\$/hr)	Holiday (\$/hr)	Apprentice Training (\$/hr)	Other C (\$/hr)	Other D (\$/hr)	Total (\$/hr)	If "Other/Deduction" or Fringes, please explain. (Indicate Other A, B, C or D)	Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.)
								0		
								0		
								0		
								0		
								0		
								0		
								0		
								0		
								0		

Date: _____
I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (Building or Work); that during the payroll period commencing seven (7) days prior to the week ending date of _____ all persons employed on said project have been paid the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ (Contractor or Subcontractor), from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Office of Apprenticeship (OA), U.S. Department of Labor (USDOL), or if no such recognized agency exists in a state, are registered with the OA, USDOL.

Name and Title	Signature
The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.	

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

