

Purchasing
(660) 785.4159
(660) 785.7337 FAX



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

TRUMAN STATE UNIVERSITY
Honor • Celebrate • Pursue

June 15, 2018

TO: ALL PROSPECTIVE CONTRACTORS

Truman State University is seeking bids for the construction of the concrete slab, foundations and wood pavilion in Red Barn Park as specified herein on the campus of Truman State University. Enclosed are the following documents for this project:

1. Specifications for Red Barn Park Pavilion Project on the Campus of Truman State University
Project No. SP18-30
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. 25
Adair County, dated April 25, 2018

Contractors who have not already examined these site conditions are highly encouraged to visit the campus and examine the site scheduled for this project. An inspection of the current job site can be arranged Monday through Friday during normal University business days. Appointments are to be scheduled by contacting Lori Shook with the Campus Planning Office at 660.785.7226, during regular business hours Monday – Friday from 8:00 AM to 5:00 PM.

Due to the tight completion date, if the Contractor is unable to meet that completion date, please provide the expected completion date on the Proposal Form where indicated.

Responses are to be submitted as outlined by 2:00 PM Friday, June 29, 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

RED BARN PARK PAVILION PROJECT ON THE CAMPUS OF AT TRUMAN STATE UNIVERSITY

Project No. SP18-30

**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 the construction of the concrete slab, foundations and wood pavilion in Red Barn Park as specified herein on the campus of Truman State University in accordance with project specifications and drawings dated June 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. TELEGRAPHIC MODIFICATION

- A. Any Bidder may modify their bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic 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 telegraphic 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. Provide separate line item pricing for material and labor on Proposal Form as indicated.
- 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. Each bid must be accompanied by a Bid Bond duly executed by the Bidder as principal and having as surety thereon a duly authorized surety company in the amount of five percent (5%) of the Bidder's total base bid, made payable to Truman State University. Bid bonds will be returned to all except the three (3) lowest Bidders within three (3) business days after the opening of bids, and the remaining bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or if no award has been made within 60 business days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.
- B. **Bids submitted without the required bid security will not be considered as a valid bid.**

IX. FAILURE TO ENTER INTO CONTRACT

- A. Bid security is required as a guarantee that the successful Bidder will enter into a written contract and furnish the required performance security within two (2) weeks after issuance of notice by the Owner to the Bidder that their bid has been accepted.
- B. The selected Bidder, upon their failure or refusal to execute and deliver the contracts and bonds required within the two (2) week period, agrees to forfeit to the Owner, for such failure or refusal, the security deposited with their bid.

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

A. Time Schedule

1. Bid Receipt Deadline: 2:00 PM Friday, June 29, 2018
2. Bid Opening: 2:05 PM Friday, June 29, 2018
3. Notice to Proceed: Pending review of bids
4. Commencement of Work on Site: Upon issuance of purchase order
5. Final Completion of Work: August 30, 2018

XI. 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.

XII. 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.

XIII. SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond, or bonds, shall be by duly authorized surety company satisfactory to the Owner.
- B. The bond shall be in the amount of 100% of the contract amount or in the amount of 25% of the contract amount if in the form of an acceptable money order or cashier's check made payable to Truman State University. The performance security shall be delivered to the Owner along with the signed contract.
- C. The performance bond is required as a guarantee that the successful Bidder will fully and faithfully perform the work required by the contract documents. If the work is properly and punctually performed to the satisfaction of the Owner, then the full amount of the performance bond shall be refunded by the Owner. If the work is not properly and punctually performed, then the amount of damages sustained by the Owner shall be retained by it, and the balance of the performance bond shall be refunded by the Owner. In the event the amount of damages sustained by the Owner exceeds the amount of the performance bond, then the Bidder shall be liable to the Owner for the excess amount.

XIV. LABOR AND MATERIALS PAYMENT BOND

- A. The selected Bidder will be required to furnish a labor and materials bond written in favor of the Owner in the amount of 100 percent of the contract amount. This bond must be furnished within 10 days of award and shall remain in force throughout the life of the contract and its warranty period.

XV. POWER OF ATTORNEY

- A. Attorney's-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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, telephonic proposals or modifications of proposals will be entertained except as described in the "Telegraphic Modification" article in this document.

XX. 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 four (4) 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.

XXI. 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 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.

XXII. 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. (Form posted on same web page as bid)

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/oao/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.

XXIII. 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.

XXIV. 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. 25, Section 001, Adair County, Annual Incremental Wage Increase, effective April 25, 2018 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. The Certified Payroll sheets shall provide no less than:
 - 1. Number of Employees
 - 2. Occupational Title(s)
 - 3. Hourly Rate and Benefits
 - 4. Date Paid

- 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

XXV. 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.

XXVI. 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.
- B. Smoking Policy. Truman State University is a tobacco-free campus. The tobacco-free policy includes cigarettes, smokeless tobacco and electronic nicotine delivery systems 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.

XXVII. 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
RED BARN PARK PAVILION PROJECT
ON THE CAMPUS OF
TRUMAN STATE UNIVERSITY**

Project No. SP18-30

**Truman State University
Kirksville, MO**

- I. SCOPE OF WORK:** Work covered by these specifications, drawings and map include the furnishing of all materials, labor, tools, appliances, equipment, services, etc., necessary for the construction of the concrete slab, foundations and wood pavilion in Red Barn Park on the campus of Truman State University. 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 and drawings. 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. 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 can be arranged Monday through Friday during normal University business days from 8:00 A.M. to 5:00 P.M. Appointments can be scheduled by calling Lori Shook, at 660.785.7226.
- 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 and supporting drawings for this project. Addendums will be released no later than three working days prior to the date fixed

for the bid opening. All work necessary for specified concrete 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 the Director of Physical Plant, or his designate.

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. 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. 25 Prevailing Wage Packet.

- VII. DEFECTIVE WORK:** No work will be considered accepted which may be considered defective or deficient in any of the requirements of these specifications and drawings. 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.

- VIII. 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.

- IX. 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.

X. SPECIFICALLY:

A. General Scope:

1. The purpose of these specifications, drawings and map is to obtain all labor, tools, materials, and equipment necessary for the construction of the concrete slab, foundations and wood pavilion in Red Barn Park on the campus of Truman State University. The University will provide the initial earthwork, providing the level ground for the construction, and will install electricity. This does not necessarily include creating the finished, compacted subgrade for the slab. Truman will finalize the finish grading and planting. The selected contractor must coordinate work with the University as needed.
2. The Contractor will provide the materials specified and labor for the construction of the concrete foundation and slab and the 30'-0" wide by 52'-0" long pavilion. The City of Kirksville utilizes the 2015 IBC.
3. The Contractor will coordinate work with the University's Physical Plant department.
4. The Contractor must provide engineered and code approved drawings.
5. Attachment A contains examples of low-pitched gable wood structures that are desired for this project.

B. Location:

1. The location of the pavilion will be approximately five feet off and parallel to the existing asphalt drive. There will be a minimum of two walks, one at the north and one at the south ends, for access from the existing asphalt to the new finished floor of the pavilion. The walks shall meet ADA maximum slope requirements and be a minimum of four (4) feet wide.

C. Material Specifications:

1. Concrete foundations: Minimum 4'-0" depth and 2'-0" diameter, as required by column size. Allowable bearing pressure of 2000 psi.
2. Drainage Tile: Provide 2"-3" washed gravel bed, min. 24" washed gravel cover and min. 2" drainage tile along east and west lengths and daylight to the north.
3. Concrete slab base: Minimum 4" thick type 5 aggregate base on compacted soil.
4. Concrete slab: 4" minimum thickness with thickened edge in accordance with the ACI "Building Code Requirements for Structural Concrete" (ACI 318). Provide minimum 1/8" fall to drain. Provide 3/4" chamfers on exposed corners of concrete. Provide broom finish. Provide control joints at 8-foot column center lines; and at

column lines and middle in the north-south direction. Provide isolation joints at the foundations of the columns. WWF 6x6-W1.4xW1.4 centered in middle of slab, maintain 2" cover. 4000 psi 28-day compressive strength. 6% air entrainment due to freeze-thaw exposure.

5. Concrete walks: Provide 6x6-W4.0xW4.0 WWF installed on chairs. Provide minimum 4" thick aggregate base. Expansion joints at slab shall be ½" thick, full depth, pre-molded, non-bituminous joint materials. Provide broom finish on the walks perpendicular to the direction of travel. Slope to drain.
6. Pavilion structure: Embedded 11'-9" pressure treated columns, minimum clearance to roof edge of 8'-0" from finished slab. Treated Glu-lam wood. Columns on 8-foot centers. Overhang 2-feet. Minimum 2 by 6 southern yellow pine tongue and groove roof decking and fascia. Wood to be factory stained. Galvanized structural steel, fasteners and connection plates. The columns may also be anchored to the foundation with appropriate shoe base, anchor bolts and grout. Factory finished steel. Roof sheathing may be ¾" nominal thick CDX grade plywood or exterior grade OSB deck installed perpendicular to the roof framing.
7. Shingles: CertainTeed Landmark AR, Cobblestone Gray, or equal. 3:12 roof slope.

XI. Schedule

- A. Coordinate work schedule with Campus Planning. Work shall be completed before August 30, 2018.

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. Provide separate line item price for labor and materials
- 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 supply manufacturer's warranty on materials.

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.

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.

A. Submit product data and shop drawings of final installation.

B. Submit a manual of manufacturer's recommendations for the general care, cleaning and maintenance of products.

C. Submit written warranties for all products as well as performance testing.

XVIII. COMPLETION OF WORK: Work shall commence upon receipt of an Agreement and Purchase Order from the University Purchasing Agent, and shall be completed on or before August 30, 2018.

PROJECT NO. SP18-30
BID DATE: Friday, June 29, 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: Red Barn Park Pavilion Project –
Truman State University

The undersigned Bidder hereby proposes and agrees to furnish all material, labor, tools, appliances, equipment, services, etc., necessary for the construction of the concrete slab, foundations and wood pavilion in Red Barn Park as specified herein on the University's campus as set forth in the Information For Bidders and Specifications For Red Barn Park Pavilion Project on the Campus of Truman State University as outlined for Project No. SP18-30 dated June 15, 2018.

The undersigned Bidder further understands that there is a **Bid Security required** for this project. The selected Bidder will be required to **furnish a Performance Security**. All securities must be in the form of an acceptable money order, cashier's check or performance bond. The performance security will be for 100% of the Base Bid if in the form of a performance bond and for 25% of the Base Bid if in the form of a money order or cashier's check.

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. 25, dated April 25, 2017 is included as a part of this project packet.

BASE BID: Work to be completed as outlined in the specifications necessary for the construction of the concrete slab, foundations and wood pavilion in Red Barn Park 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 the construction of the concrete slab, foundations and wood pavilion in Red Barn Park as specified herein on the campus of Truman State University.

Breakdown:

Materials for Project: _____

Labor for Project: _____

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 upon acceptance of a Purchase Order/Contract from the University. The completion date for this project must be by August 30, 2018.

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 building 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 building 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 building 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 building project.

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

Area _____ Statewide _____

V. Workload

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

How many building 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 building 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 building 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 building 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 of building 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 building 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 building project: _____
Description of Job: _____

END OF DOCUMENT



2016 PARENT PROJECT PROPOSAL

Red Barn Park Pavilion



30' x 52' Wood Gable Rectangular Savannah Pavilion



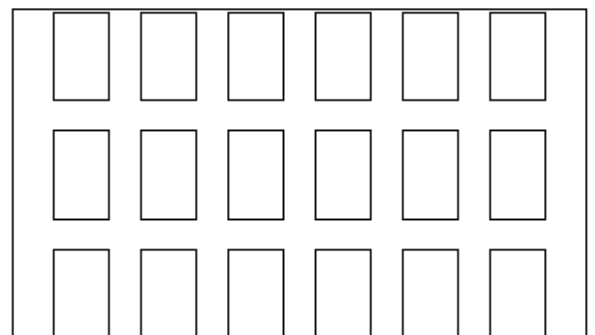
30' x 52' Wood Gable Savannah Pavilion Shown w/Asphalt Shingles, Tables Not Included

Website: www.Fifthroom.com
 For questions, to request a freight quote, or to place an order, please call 1-888-293-2339
 Hours of Operation: Mon-Fri: 8AM-7PM | Sat: 10AM-3PM EST
 Email: contact@Fifthroom.com

[Print this Page](#)

- Product Type: Pavilion
- Style: Savannah (Rectangle)
- Roof: Single Roof
- Material: Wood
- Size: 30' x 52'
- Height: 142 in.
- Approx. Area: 1560 Sq. Ft.

Treated Glue Laminated Columns
 30 Year Shingle Roofing
 3:12 Roof Pitch
 Factory Stain
 Cupola



30' by 52' Savannah Pavilion
 6' by 5' picnic tables shown for ref.

Poligon Wood Shelter Specification Form

by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
 www.poligon.com 616-399-1963

PROJECT NAME: _____
 PROJECT LOCATION: _____
 CUSTOMER NAME: _____
 E-MAIL: _____
 COMPANY: _____
 ADDRESS: _____
 ADDRESS 2: _____
 CITY: _____
 STATE: _____ ZIP: _____
 PHONE: _____ FAX: _____
 SEISMIC DESIGN: _____ BLDG CODE: _____

STANDARD WITH THIS BUILDING:

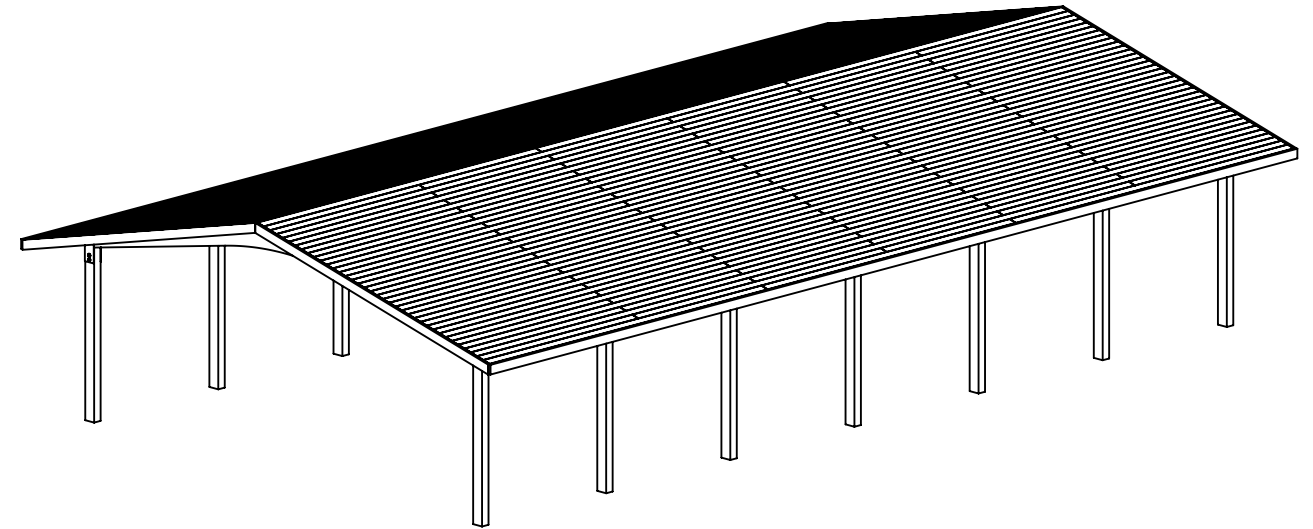
- Treated gluelam wooden columns
- Wooden trusses and purlins
- Structural steel, hot dip galvanized connection plates
- Hot dipped galvanized structural fasteners
- 2X6 SYP tongue and groove primary roof
- Asphalt shingles with felt and trim
- Pre-drilled plates and gluelams
- Embedded column
- 3:12 pitch
- 8'-0" under eave height
- 30 PSF snow load
- 120 MPH wind load

SELECT MODIFICATIONS TO A STANDARD:

See website for multi-rib roof color choices and wood stain choices: www.poligon.com

- Kynar Multi-rib metal roof instead of asphalt shingles - Roof color: _____
- Stained tongue and groove roof - Stain choice: _____
- Stained columns and trusses - Stain choice: _____
- Increase snow load: _____
- Increase wind load: _____
- Increase under eave height (up to 12'): _____
- Substitute surface mount for embedded column

Low Pitched Gable Wood Shelter **WLG**



Standard Available Sizes

<input type="checkbox"/> WLG 16X20	<input type="checkbox"/> WLG 20X36	<input type="checkbox"/> WLG 24X44	<input type="checkbox"/> WLG 30X60	<input type="checkbox"/> WLG 40X44
<input type="checkbox"/> WLG 16X28	<input type="checkbox"/> WLG 20X44	<input type="checkbox"/> WLG 24X52	<input type="checkbox"/> WLG 36X36	<input type="checkbox"/> WLG 40X52
<input type="checkbox"/> WLG 16X36	<input type="checkbox"/> WLG 20X52	<input type="checkbox"/> WLG 30X36	<input type="checkbox"/> WLG 36X44	<input type="checkbox"/> WLG 40X60
<input type="checkbox"/> WLG 16X44	<input type="checkbox"/> WLG 24X28	<input type="checkbox"/> WLG 30X44	<input type="checkbox"/> WLG 36X52	<input type="checkbox"/> WLG 50X52
<input type="checkbox"/> WLG 20X28	<input type="checkbox"/> WLG 24X36	<input type="checkbox"/> WLG 30X52	<input type="checkbox"/> WLG 36X60	<input type="checkbox"/> WLG 50X60

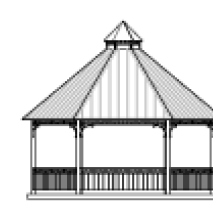
Sheet Index

COVER SHEET / ORDER FORM
ELEVATION VIEWS
STRUCTURAL FRAME
COLUMN LAYOUT

See website for multi-rib roof color choices and wood stain choices.
www.poligon.com

SHELTER MODEL:
WOOD RECTANGLE
WLG

SCALE: 1:40 REV LEVEL: A DATE: 9/1/2011



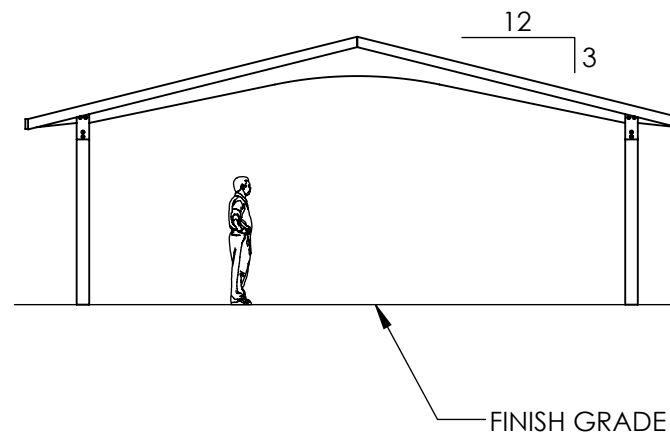
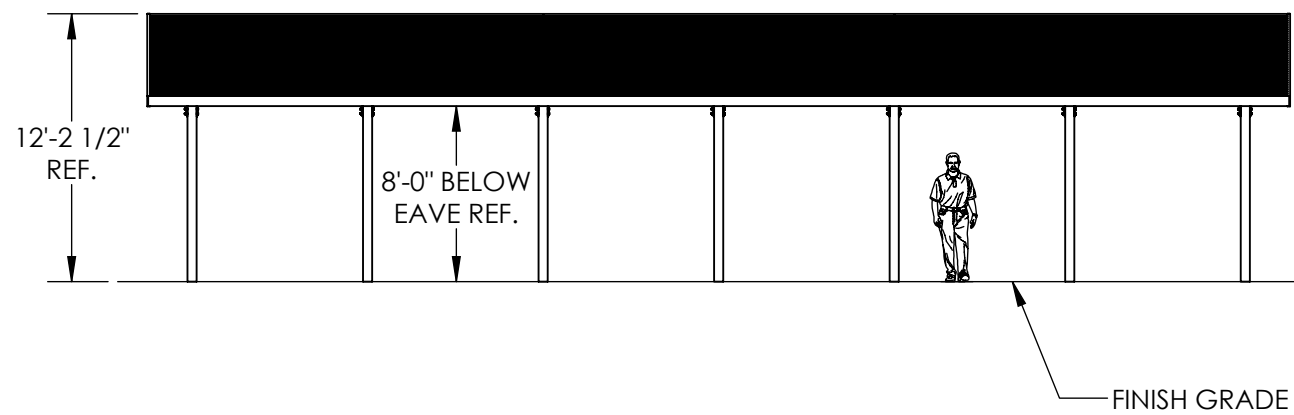
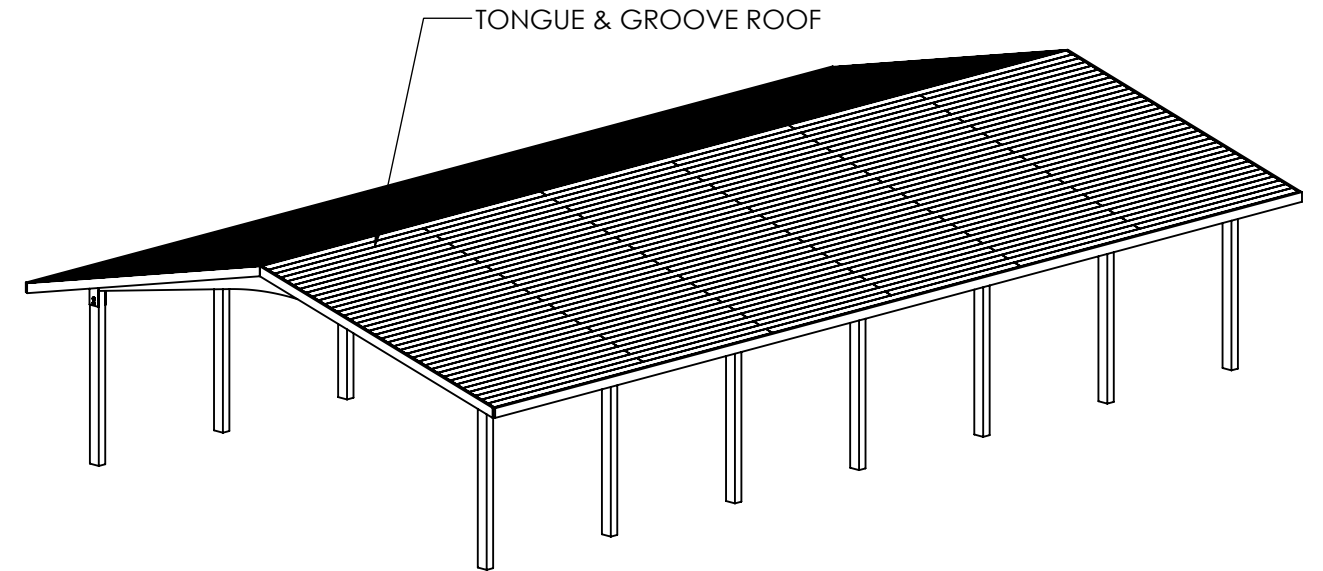
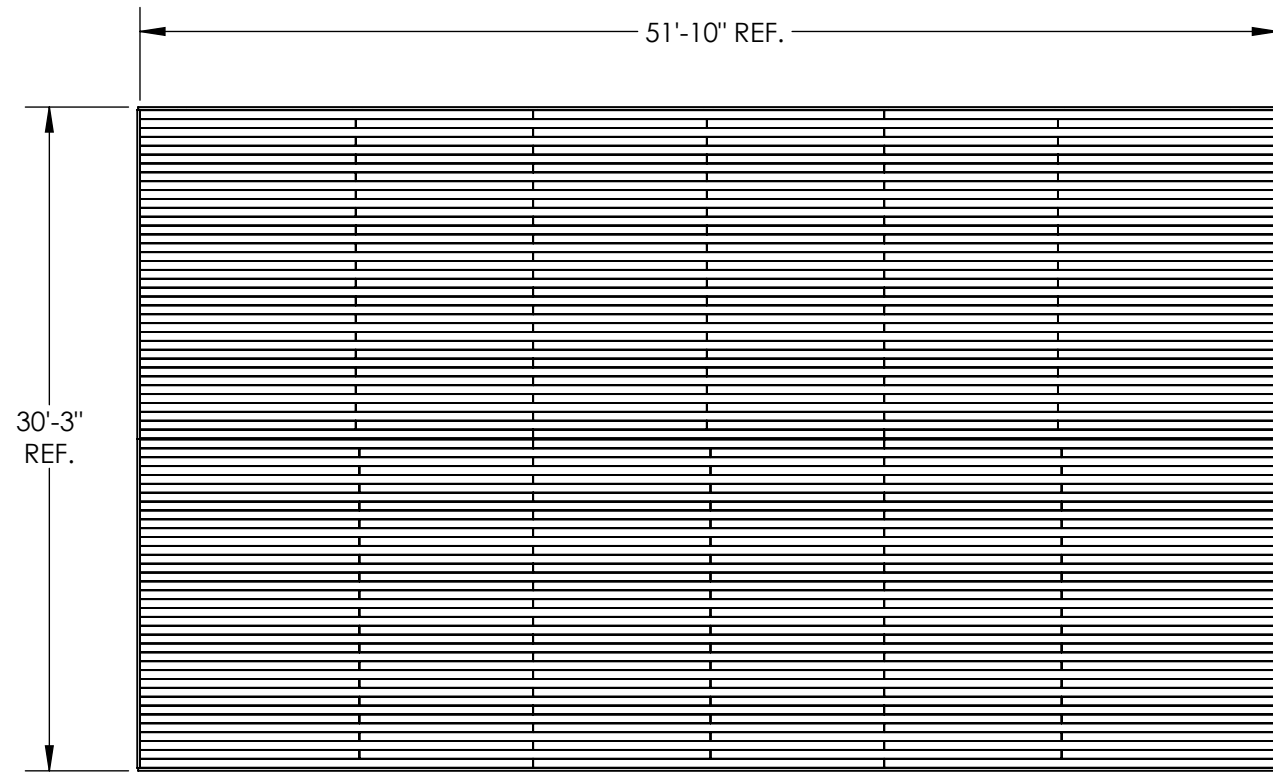
poligon[®]
 WOOD SHELTERS

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by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
www.poligon.com 616-399-1963

SHEET
COVER SHEET₃₂

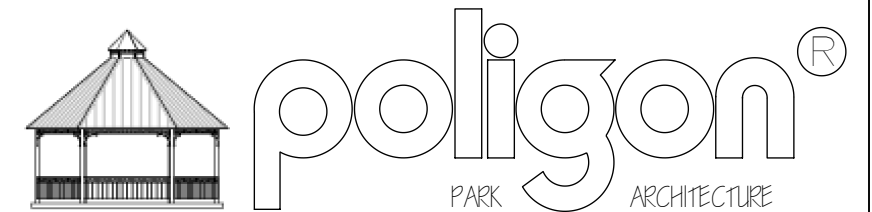
NOTE: THIS IS A
 PLANNING LEVEL DRAWING.
 THE STRUCTURE SHOWN IS SUBJECT TO
 ON-GOING DESIGN REVIEW AND
 UPDATE. EXPECT SOME CHANGES
 TO MATERIAL SIZES AND GENERAL
 DIMENSIONS. ONLY USE DRAWINGS
 PROVIDED WITH ENGINEERED
 STRUCTURES FOR CONSTRUCTION.



THIS SHELTER PROVIDES 1,560 SQ. FT. OF SHADE.

SHELTER MODEL:
WOOD RECTANGLE 30X52
WLG 30X52

SCALE: 1:105	REV LEVEL: A	DATE: 9/1/2011
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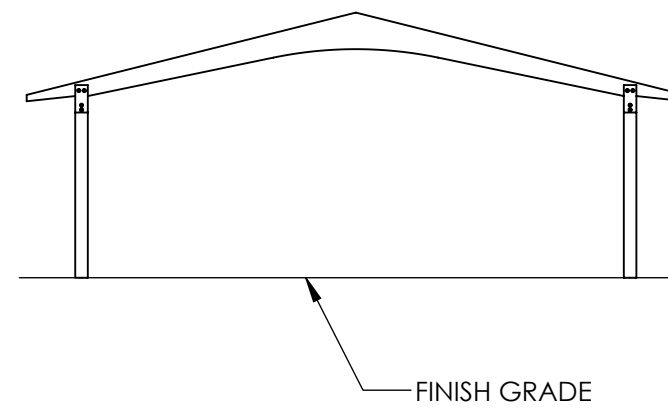
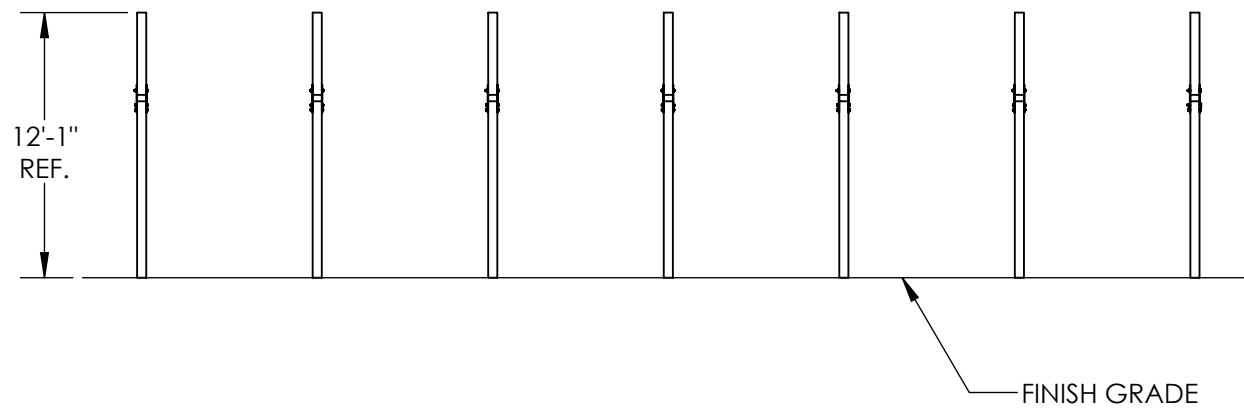
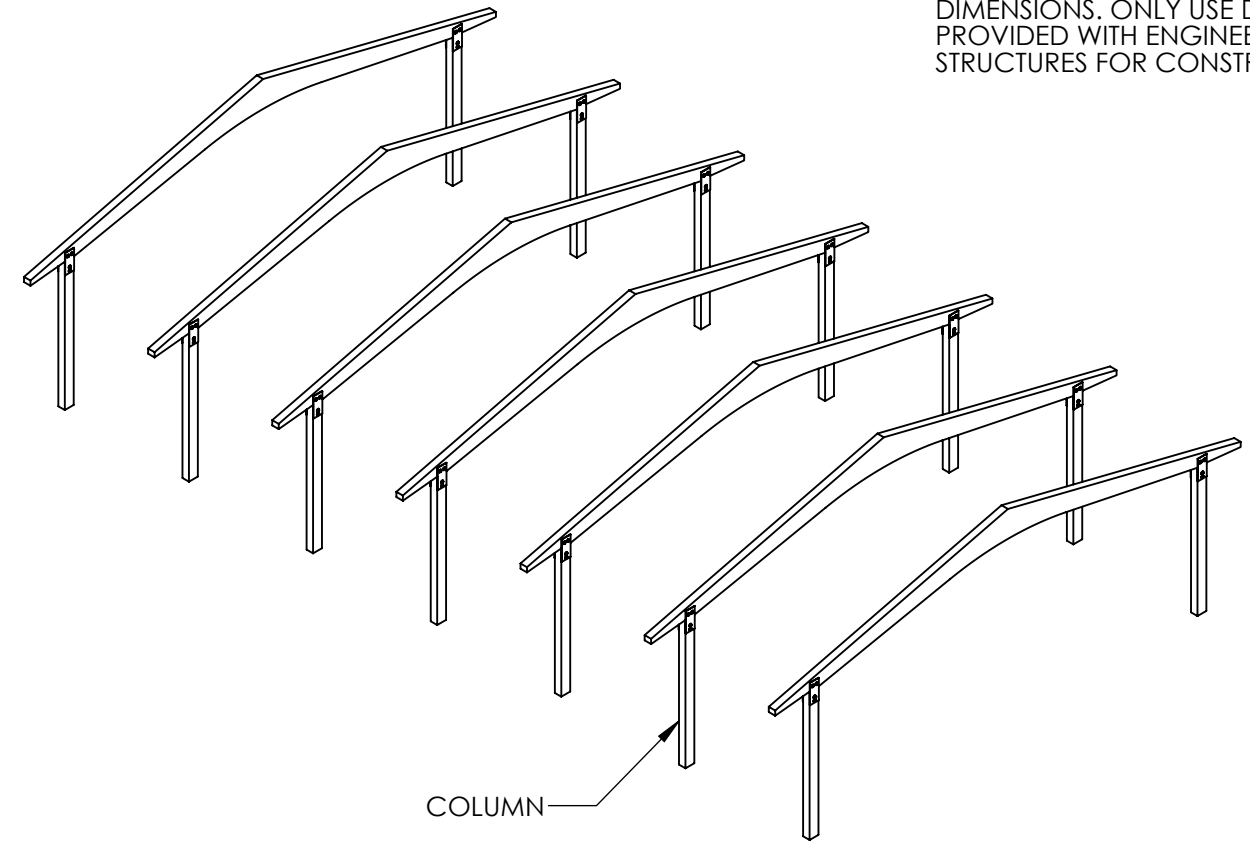
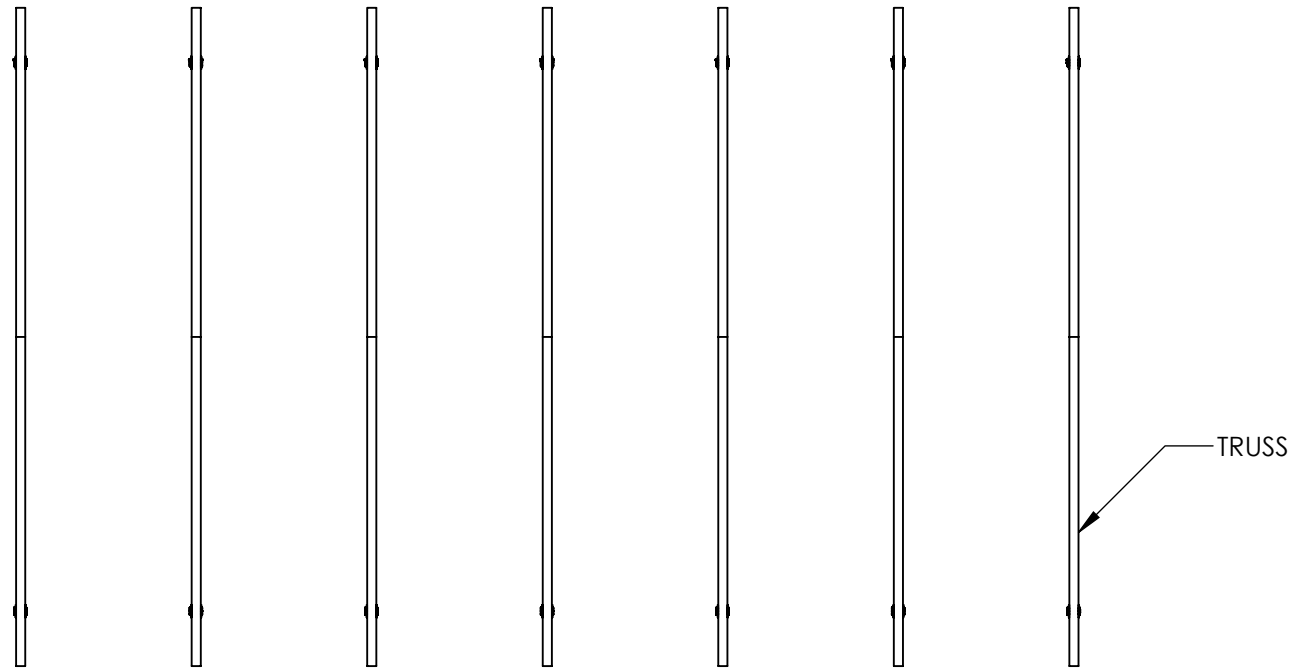
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by **PORTERCORP**
 PORTERCORP, 4240 N. 136th AVE, HOLLAND, MI 49424
 www.poligon.com 616-399-1963

SHEET
ELEVATION VIEWS

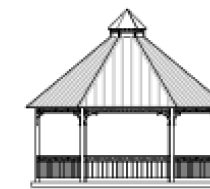
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THE STRUCTURE SHOWN IS SUBJECT TO
 ON-GOING DESIGN REVIEW AND
 UPDATE. EXPECT SOME CHANGES
 TO MATERIAL SIZES AND GENERAL
 DIMENSIONS. ONLY USE DRAWINGS
 PROVIDED WITH ENGINEERED
 STRUCTURES FOR CONSTRUCTION.



SHELTER MODEL:
WOOD RECTANGLE 30X52
WLG-30X52

SCALE: 1:105	REV LEVEL: A	DATE: 9/1/2011
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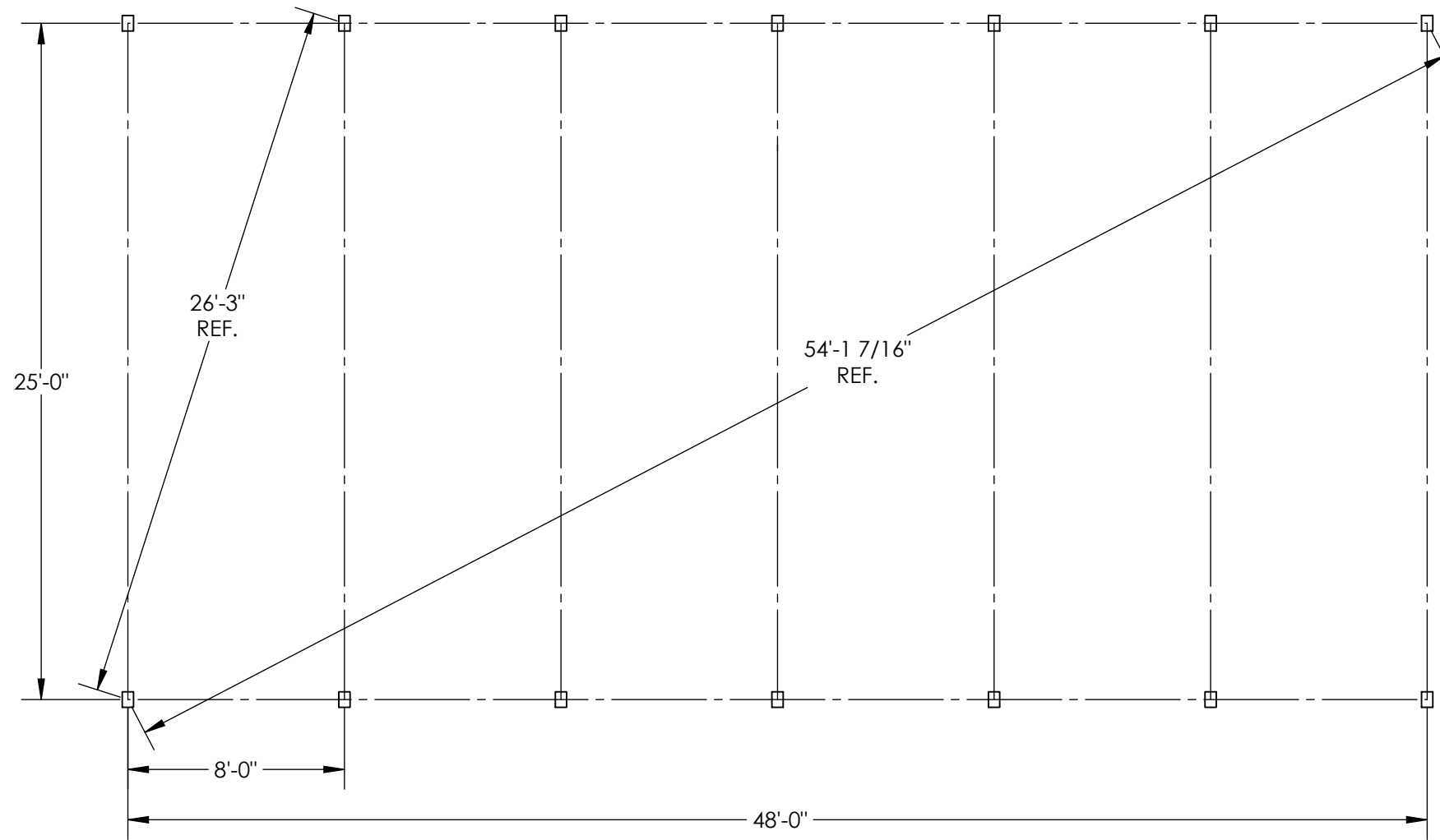


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SHEET
FRAME VIEWS
 34



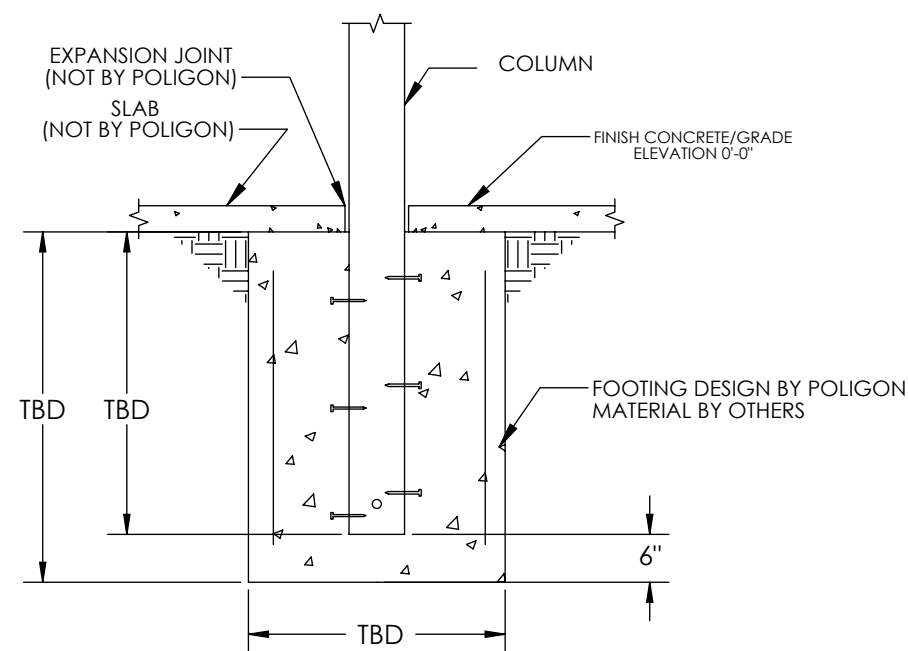
NOTE: THIS IS A
PLANNING LEVEL DRAWING.

THE STRUCTURE SHOWN IS SUBJECT TO ON-GOING DESIGN REVIEW AND UPDATE. EXPECT SOME CHANGES TO MATERIAL SIZES AND GENERAL DIMENSIONS. ONLY USE DRAWINGS PROVIDED WITH ENGINEERED STRUCTURES FOR CONSTRUCTION.

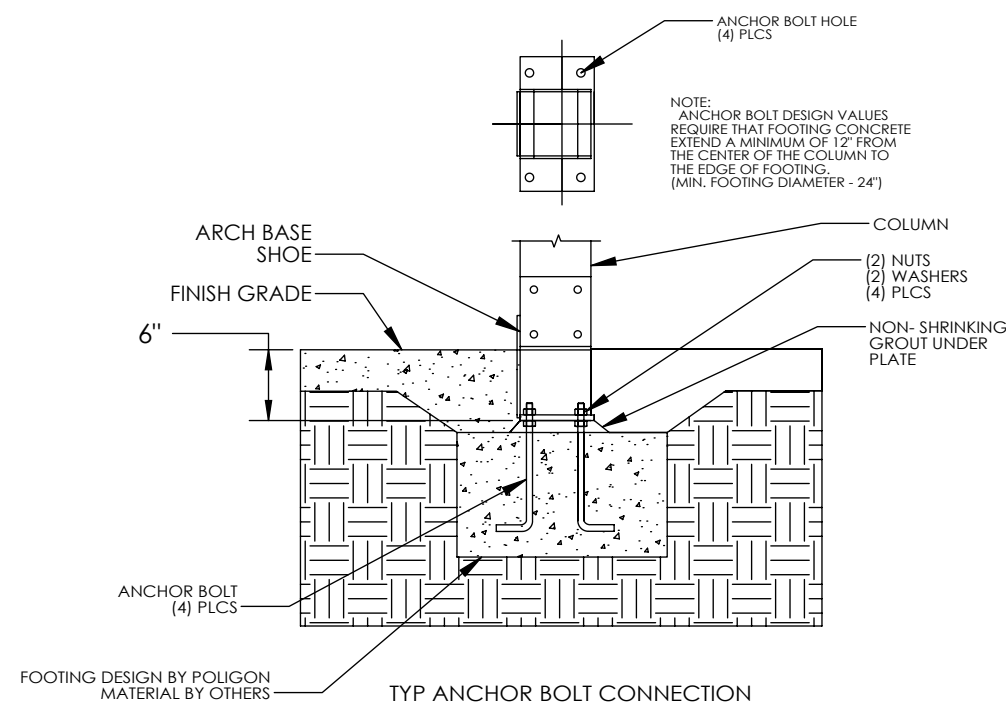
REFER TO ANCHOR AND FOOTING DOWNLOAD SHEETS FOR GENERAL INFORMATION ON BOTH ANCHOR ATTACHMENT AND TYPICAL FOOTING TYPES. ANCHOR ATTACHMENT AND FOOTING DESIGNS ARE SITE AND SITUATION SPECIFIC AND ARE INTEGRAL TO THE FINAL SHELTER DESIGN.

DO NOT POUR FOOTING OR INSTALL ANCHOR BOLTS WITHOUT JOB SPECIFIC ANCHOR AND FOOTING DESIGN DRAWINGS.

ALL POLIGON COLUMN ANCHORING SYSTEMS ARE OSHA COMPLIANT.



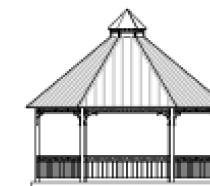
IMBEDMENT STYLE - DIRECT BURY



TYP ANCHOR BOLT CONNECTION

SHELTER MODEL:
WOOD RECTANGLE 30X52
WLG-30X52

SCALE: 1:70	REV LEVEL: A	DATE: 9/1/2011
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SHEET
COLUMN LAYOUT

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

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

Matt Cowell, Director
Division of Labor Standards

Filed With the Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
ADAIR County

Section 001

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.70	55	60	\$23.17
Boilermaker			\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter			\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician			\$18.50	FED		\$8.62
Electrician (Inside Wireman)			\$31.07	69	75	\$5.93 + 35%
Electrician (Outside-Line Construction\Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor		a	\$47.07	26	54	\$33.275
Glazier			\$34.55	87	31	\$26.20
Ironworker			\$29.65	50	4	\$29.05
Laborer (Building):						
General			\$23.71	42	44	\$13.84
First Semi-Skilled			\$25.71	42	44	\$13.84
Second Semi-Skilled			\$24.71	42	44	\$13.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$25.22	60	15	\$16.85
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$26.34	60	15	\$16.85
Operating Engineer						
Group I			\$29.06	86	66	\$26.00
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A			\$29.06	86	66	\$26.00
Group IV			\$26.83	86	66	\$26.00
Group V			\$29.76	86	66	\$26.00
Painter			\$23.69	18	7	\$12.08
Pile Driver			\$26.34	60	15	\$16.85
Pipe Fitter		b	\$39.25	91	69	\$27.18
Plasterer			\$17.00	FED		
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer			\$29.55	12	4	\$16.04
Sheet Metal Worker			\$31.55	40	23	\$17.88
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$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

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

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

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

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

- a - Vacation: Employees under 5 years - 6%, over 5 years - 8%
- b - All work over \$7 Mil. Total Mech. Contract - \$39.25, Fringes - \$27.18
 All work under \$7 Mil. Total Mech. Contract - \$37.91, Fringes - \$21.69
- c - Group I:
 Projects over \$3 3/4 Million - \$25.535
 Projects under \$3 3/4 Million - \$22.035
- Group II:
 Projects over \$3 3/4 Million - \$25.695
 Projects under \$3 3/4 Million - \$22.195
- Group III:
 Projects over \$3 3/4 Million - \$25.685
 Projects under \$3 3/4 Million - \$22.185
- Group IV:
 Projects over \$3 3/4 Million - \$25.805
 Projects under \$3 3/4 Million - \$22.305

ADAIR COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) 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

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.

**ADAIR COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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 receive eight (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 receive (8) hours 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.

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.

**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.

ADAIR COUNTY 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. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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, Veterans' Day, Thanksgiving Day 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, it will be celebrated on Saturday.

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 work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid 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. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 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.

**ADAIR COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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 proceeding 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.

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. 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 makeup 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.

Heavy Construction Rates for
ADAIR County

Section 001

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer		\$28.56	2	4	\$13.52
Skilled Laborer		\$28.56	2	4	\$13.52
Millwright		\$31.02	23	16	\$16.85
Operating Engineer					
Group I		\$28.14	21	5	\$25.89
Group II		\$27.79	21	5	\$25.89
Group III		\$27.59	21	5	\$25.89
Group IV		\$23.94	21	5	\$25.89
Oiler-Driver		\$23.94	21	5	\$25.89
Pile Driver		\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$25.685	26	25	\$9.045
Truck Driver-Teamster					
Group I		\$29.14	25	21	\$12.85
Group II		\$29.30	25	21	\$12.85
Group III		\$29.29	25	21	\$12.85
Group IV		\$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.

**ADAIR COUNTY
HEAVY 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. 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.

**ADAIR COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

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 HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

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



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

CONTRACTOR PAYROLL RECORDS

(See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

Name of Contractor Subcontractor

State: ZIP: Phone Number: () -

Name of Public Body: Address of Public Body: City: State: ZIP: Phone Number: () -

Table with columns: 1. Name and Address of Employee, 2. Occupational Title, 3. Day and Date, 4. Total Hours, 5. Hourly Rate + Cash Fringe, 6. Gross Amt Project Week, 7. Deductions (FICA and Medicare, Federal and State Withholding Tax, Other A, Other B, Total Deductions), 8. Net Wages Paid for Week. Includes a grid for recording hours and wages.

*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

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.

