



REQUEST FOR BID No. 201309-239

TANEY COUNTY MISSOURI
Purchasing Department
132 David Street / P. O. Box 1630
Forsyth, Missouri 65653

Attn: **Ron Erickson, Director of Purchasing**
Phone: 417-546-7281 / FAX: 417-546-3931
rone@co.taney.mo.us

Commodity Title: **HVAC REPLACEMENT (Airport)**

**PLEASE MARK YOUR ENVELOPE "SEALED BID #201309-239"
RETURN ONE (1) ORIGINAL AS WELL AS A DIGITAL CD COPY,
or THREE (3) HARD COPIES.** (Failure to submit copies, as indicated here MAY
result in being declared "Non-Responsive" disqualifying your entire Bid Response.)

Bid Submission Address and Deadline

Day / Date: **Monday October 7, 2013**
Time: **2:00 P.M. C.D.T. (No late Bids will be accepted)**
Location / Mail Address: Taney County Purchasing Department
132 David St. / P. O. Box 1630
Forsyth, MO 65653
Directions: The Purchasing office is located on the second floor of the
old courthouse in downtown Forsyth, between the
Commission Offices and the Recorder of Deeds Offices.

Bid Opening

Day / Date: **Wednesday October 9, 2013**
Time: **9:30 A.M. C.D.T.**
Location / Address: Taney County Commission Hearing Room
132 David Street
Forsyth, MO 65653

The undersigned certifies that they have the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "no Bid." Please type or print the information below. Bidder is REQUIRED to complete, sign and return this form with their submittal of Bid as well as all pages initialed. *An authorized signature is **mandatory**, lack thereof will result in a determination of "Non-Responsive". Also required is a direct email address in order to receive award results. We do not use USPS for results notification *only* email. Final results will also later be posted on our website at: www.taneycounty.org. **Please do not call for results.**

_____ Company Name		_____ Authorized Person (Print)	
_____ Address		_____ *Signature	
_____ City/County/State/Zip		_____ Title	
_____ Telephone #	_____ Fax #	_____ Date	_____ Tax ID #
_____ E-mail		_____ Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

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MISCELLANEOUS BIDDING PROCESS INFORMATION

The Purchasing Department is responsible for the Bid opening at the time and place noted in the request. If a Vendor is interested in a copy of the Bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed Bids cannot be emailed so they must either be delivered by hand, courier, or USPS. (Please note USPS concerns on page #4, item #3.)

A formal invitation for Bid is utilized when the total purchase exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. The Bid Package will contain well-defined standard technical specifications for the nature of the service or product requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award. All Formal Invitations for Bid are handled by the Taney County Purchasing Department. Technical specifications are the responsibility of the specific requesting department.

Bid Response Tips:

1. Read ALL Bid documents immediately upon receipt. Note any special dates or requirements.
2. Contact the Taney County Purchasing Department with any questions relating to the Bid prior to the Bid opening. (Email ONLY to: rone@co.taney.mo.us.)
3. Use ink to fill in all blanks. (If I can't read your handwriting your Bid **will** be rejected.)
4. PER PAGE #1 - COPIES ARE REQUIRED, marking copies vs. original. (*Failure to submit copies, as requested, MAY result in being declared "Non-Responsive" disqualifying your entire Bid Response.*)
5. Turn your Bid in as soon as possible. The deadline dates and times are strictly adhered to. The County cannot accept any late Bids. In the event of only one response the County may reject the entire Bid and re-let it.
6. Attend pre-Bid conferences, if any. (Most are Mandatory.)
7. Pay close attention to the terms *must*, *shall*, *should* or *may*. **READ EVERYTHING.**
8. Include an updated **W-9** form completed with your company information and signature.
9. Include, if applicable, current **prevailing wage** considerations within your Bid.
10. Remember to sign the Bid sheet as this is mandatory.

Please Note...

There are several steps, requirements and legalities which must be followed when engaging in an effort to respond to any certain Bid. Here I hope I have served to assist any/all participants in making sure everyone has a fair and pleasant experience with my County. Please keep in mind that it is entirely possible that this sheet, along with all of the other information as detailed within this Bid, may NOT include everything to cover every possible situation. Should that occur please let me know.

Thank you for your interest in Taney County Missouri.

Sincerely,



A handwritten signature in blue ink that reads "Ron Erickson".

RON ERICKSON
Director of Purchasing
Taney County Missouri

Instructions and General Conditions

1. **Delivery of:** Sealed Bids, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the Bid closing date and time indicated herein for furnishing the County with goods, and or, services as detailed in the following Request for Bid.
2. **Copies:** For the convenience of all a digital – CD copy may be submitted in lieu of three additional hard copies – with the original, as indicated on page #1. If sending all hard copies please mark each to differentiate between the original and the three copies. (Copies are required – NOT optional.)
3. **Closing:** Sealed Bids must be delivered before **2:00 P.M.** central time on **Monday October 7, 2013** to the Taney County Purchasing Department as listed on page one. Bidders should take into account all possible risks of their Bid not arriving in time when electing to mail in Bids too close to the above closing date. Often the Post Office leaves a “pick up slip” in our PO Box which may / may not allow us time to retrieve said item. It is the Bidders responsibility, not the county, nor the Post Office – to ensure their sealed Bids are **delivered** in time to the Purchasing Department. (Be extra careful when your Bid response involves a large package or box.)
4. **Late Packages:** The County will not accept any Bids received after the above listed closing date/time and will consider such late Bids as **NON-RESPONSIVE**. They will remain on file un-opened.
5. **Opening:** Bids will be opened publicly at **9:30 AM** on **Wednesday October 9, 2013** and read aloud. All Bid responses will be considered public information as soon as they are opened and become a part of public record to be released to any person or firm that requests it.
6. **Award.** Recommendation for award will be made formally to the Taney County Commission at a later, posted, date after a full and complete review process – often within a few days of the opening date.
7. **Withdrawals:** Bids may be withdrawn on written request from the Bidder at the address shown in this RFB prior to the time of acceptance of the Bid.
8. **Sealed & Marked:** Bids **must** be submitted in a single sealed envelope identified with the Bid number and dates of closing & opening. List the Bid number on the outside of the box or envelope and note “Response to Request for Bid enclosed”. Also include a return name & address. **No fax or electronic transmitted Bids will be accepted.**
9. **No Bid:** If you do not want to submit a Bid, please return the *No Bid Response Form* on page #13 of this package, and note your reason.
10. **Bidder Expenses:** This County is not responsible for any expenses which proposers may incur in estimating, inspecting, nor preparing and submitting Bids called for in this Request for Bid.
11. **Presentations:** The County reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the proposer in connection with such interviews or presentations (i.e. travel accommodations, etc.)
12. **Bid Term:** All Bids submitted shall be binding, and remain firm for ninety (90) calendar days following the opening. Pricing / Costs submitted within this response **MUST BE HONORED** within that set timeframe. Bidders should NOT respond unless certain on this point.
13. **Bid Rejection:** The Taney County Commission reserves the right to reject any or all Bids, when such rejection is in the best interest of the County.
14. **Multiple Awards:** Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.
15. **Payment Terms:** County standard payment terms are Net 30 after receipt of invoice.
16. **Effective:** This agreement shall take effect upon the approval by the Taney County Commission.
17. **Alterations:** Any alterations, changes, lining out, or margin notes to any of these instructions will result in being determined as non-responsive to this Bid and thus be disqualified.

- 1.6 The Contractor must provide evidence that they have been licensed as an HVAC Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid and must have established offices in the Springfield, Branson - Forsyth areas, and currently be engaged in the business of such work.
 - 1.7 The bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.
 - 1.8 The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the bidder will in no way relieve the bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - 1.9 In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
 - a. All pertinent requirements of the local codes and utility companies.
 - b. National Electric Code, latest edition.
 - c. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
 - d. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
 - 1.10 Invoices: The County's contract number must appear on the invoice.
- 2. Work Hours:** The contractor shall complete installation during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. and excluding holidays.
- 2.1 **The contractor must state** a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
 - 2.2 **Proposed schedule:** Must be honored within a time frame of plus or minus one-half (1/2) hour.
 - 2.3 **Equipment/Safety:** The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.
 - 2.4 **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
 - 2.5 **Cleaning:** The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property.

All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, Mark Parent, Airport Manager shall be consulted.

- 2.6 **Final Inspection and Approval:** The contractor shall request Mark Parent, Airport Manager, to conduct a site inspection after the project is complete. A "punch-list" will be prepared during the inspection and a copy will be provided to the contractor. After the "punch-list" items have been corrected, the contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by Mark.
- 2.7 **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.8 **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All work shall be warranted for a minimum period of ninety (90) calendar days from the date the job is completed. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the contractor.

3. MATERIALS: All materials provided by the contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

- 3.1 **Replacement Parts:** Replacement parts furnished must be of the same manufacturer or an equal product.
- 3.2 **FOB Point:** Prices quoted shall be FOB at the airport, unloaded and installed.

4. INSURANCE REQUIREMENTS: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

- 4.1 **Compensation Insurance:** Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
- 4.2 **Worker's Compensation:** Coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 4.3 **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. Proof of Coverage of Insurance - the Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney-Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

- 4.4 **Commercial Automobile Liability:** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 4.5 **The Contractor has the option** to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- the Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.
- 4.6 **Proof of Coverage of insurance:** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 4.7 **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Taney, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Taney from its own negligence.

5. SALES/USE TAX EXEMPTION: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Taney County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub- contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Taney County and contain the project number assigned by Taney County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt.

5.1 The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date.

The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

6. Inspection of Facilities: It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for the bidder's inspection of facilities must be secured by contacting:

Mark Parent, Manager
M. Graham Clark Downtown Airport
417-332-1847
markp@co.taney.mo.us

7. Award of Contract: The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFB will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.

8. RESPONSE CONTENT: In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.

8.1 **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.taneycounty.org. View information under *Purchasing*.

8.2 **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

8.3 **Rejection or Correction of Responses:** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.

9. EVALUATION PROCESS: The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

9.1 **Method of Evaluation:** The Taney County Commission will hear recommendations from the Taney County Airport Board after their evaluations of submitted Responses in relation to all aspects of this Bid.

9.2 **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

10. VENDORS *should* make arrangements to visit the airport to gather all required details, etc. On site visits **MUST** be scheduled with Mark Parent as listed below. Bids must include all LABOR & MATERIALS as well as the following...

- 10.1 This job shall comply with Prevailing Wage requirements. (State of Missouri Annual Wage Order #20 specific to Taney County, as available on the Taney County Purchasing Department home page – as well as included within this full Bid Package.)
- 10.2 All pricing **MUST** include service, labor, and materials.
- 10.3 All pricing **MUST** remain in effect, available without increase, for these needs for the entire period, via this Bid.
- 10.4 The County will not be required to purchase any/all, nor minimums/maximums as per the specifications listed within this Bid.
- 10.5 All WARRANTY information must be included, list term here: _____.
- 10.6 For questions concerning the below listed specifications, or any other technical questions, as well as scheduling on site inspections - contact:

Mark Parent, Manager
M. Graham Clark Downtown Airport
417-332-1847
markp@co.taney.mo.us

11. SPECIFICATIONS / PRICING BID TABLE:

ITEM #	DESCRIPTION	BID PRICE
11.1	10-ton, 11 EER rating heat pump.	
11.2	Matching air handler.	
11.3	36w backup heat.	
11.4	Programmable heat pump thermostat.	
11.5	Installation of multiple air return ducting with R8 insulation on the branch runs.	
11.6	Safety pan with a kill switch under the unit.	
11.6	TOTAL	\$

12. BIDDER MUST COMPLETE: The following required section in its entirety, and sign and date where indicated on page #1. This agreement shall take effect upon the approval by the Taney County Commission.

12.1 ACCEPTANCE OF BID BY COUNTY: The County shall have a minimum of 90 calendar days from the date of the opening to accept Bidder's offer.

12.2 County standard payment terms are Net 30 after receipt of invoice. State any discounts offered: _____.

12.3 Response time/delivery: _____.
 (After receipt of order)

12.4 GRAND TOTAL BID PRICE: \$ _____

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



STANDARD TERMS AND CONDITIONS

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Taney County Department identified in this Request for Bid.
2. The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and **sign the bid**.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. **Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.**
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from **future** bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. (Cooperative Purchase.)
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractors invoices – during the term of the Agreement, and any renewals thereof, indicate that Taney County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30 days of being notified of the same.



Taney County, Missouri
RFB# 201309-239 HVAC Replacement (Airport)

NOTE: Complete and return this form only if you **do not** want to submit a bid. If you do not wish to respond to this RFB, please fill this form out and return it to the Purchasing Department preferably via email, but it may also be mailed or faxed.

NO BID RESPONSE FORM

Business Name:	
Address:	
Telephone:	
Contact Person:	
Date:	
Reason(s) for not bidding:	

Thank you.

By,
Ron Erickson, Director of Purchasing
132 David Street / P.O. Box 1630 Forsyth, Mo. 65653
Phone: 417-546-7281 Fax: 417-546-3931
E-mail: rone@co.taney.mo.us



TANEY COUNTY MISSOURI PURCHASING DEPARTMENT

132 David Street / P. O. Box 1630
Forsyth, Missouri 65653

Ron Erickson, Director of Purchasing

Phone: 417-546-7281 / FAX: 417-546-3931

rone@co.taney.mo.us

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Certification of Individual Bidder - Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

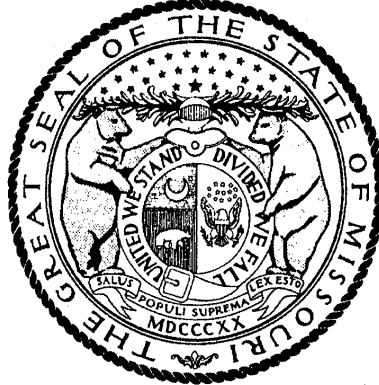
My commission expires _____, 20_____.

Notary Public

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

Section 110
TANEY 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

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 8, 2013

Last Date Objections May Be Filed: April 8, 2013

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$19.19	FED		\$1.44
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$27.67	24	74	\$15.63
Carpenter	6/13		\$23.83	61	4	\$13.89
Cement Mason			\$22.40	64	4	\$9.10
Electrician (Inside Wireman)			\$19.79	21	48	\$11.25 + 10%
Electrician (Outside-Line Construction\Lineman)			\$37.10	125	65	\$5.00 + 34.5%
Lineman Operator			\$35.12	125	65	\$5.00 + 34.5%
Groundman			\$23.98	125	65	\$5.00 + 34.5%
Communication Technician			\$14.70	FED		\$6.09
Elevator Constructor	6/13	a	\$42.340	26	54	\$26.705
Operating Engineer						
Group I	6/13		\$24.85	84	4	\$11.93
Group II	6/13		\$23.26	84	4	\$11.93
Group III	6/13		\$22.55	84	4	\$11.93
Group III-A	6/13		\$23.26	84	4	\$11.93
Group IV						
Group V	6/13		\$14.91	84	4	\$11.93
Pipe Fitter			\$27.35	19	1	\$14.22
Glazier	6/13		\$21.80	36	52	\$5.86
Laborer (Building):						
General	6/13		\$19.83	112	4	\$11.02
First Semi-Skilled	6/13		\$21.71	112	4	\$11.02
Second Semi-Skilled	6/13		\$20.51	112	4	\$11.02
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/13		\$23.83	123	78	\$13.89
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$23.83	61	4	\$13.89
Ironworker	6/13		\$26.90	50	4	\$26.40
Painter	6/13		\$20.45	7	14	\$11.78
Plasterer			\$22.54	64	4	\$9.30
Plumber			\$27.35	19	1	\$14.22
Pile Driver	6/13		\$23.83	61	4	\$13.89
Roofer \ Waterproofer	6/13		\$22.00	10	2	\$9.13
Sheet Metal Worker			\$26.78	4	24	\$12.99
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter			\$31.70	25	4	\$14.56
Truck Driver-Teamster						
Group I			\$19.45	98	4	\$4.72
Group II						
Group III			\$19.45	98	4	\$4.72
Group IV			\$19.45	98	4	\$4.72
Traffic Control Service Driver			\$16.35	48	49	\$2.75

Fringe Benefit Percentage is of the Basic Hourly Rate

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

**Annual Incremental Increase

**TANEY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week and Saturday work, shall be paid at one & one-half (1½) times the regular rate. All recognized holidays or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday.

NO. 7: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

**TANEY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 24: 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. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. 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 for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. 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 (2) the regular hourly rate.

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

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

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

**TANEY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make-up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

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. 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 \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 61: Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. 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 (1) hour to 9:00 a.m. All time worked outside of the standard 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) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, 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 per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

**TANEY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractor'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 per day or forty (40) hours per week.

NO. 84: The regular working 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 (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized 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, exclusive of the lunch period, beginning at 6:30 a.m. and 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 (5) eight-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.

NO. 98: Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized 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 5:30 and 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 per day or forty (40) hours per week. When the five (5) day eight (8) hours 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 per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

NO. 112: Means the regular 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 (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized 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 (8) hour days or four (4) ten (10) 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 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 eight (8) hours or forty (40) hours per week.

**TANEY COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double 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) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, 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. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

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.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**TANEY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 1: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

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

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

NO. 14: The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

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. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

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

**TANEY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

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. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$27.82	7	16	\$13.50
Millwright		\$27.82	7	16	\$13.50
Pile Driver		\$27.82	7	16	\$13.50
Electrician (Outside-Line Construction\Lineman)		\$36.53	18	24	\$5.00 + 34.5%
Lineman Operator		\$33.76	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$23.54	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Operating Engineer					
Group I	6/13	\$28.53	5	15	\$12.49
Group II	6/13	\$28.18	5	15	\$12.49
Group III	6/13	\$27.98	5	15	\$12.49
Group IV	6/13	\$25.93	5	15	\$12.49
Oiler-Driver	6/13	\$25.93	5	15	\$12.49
Laborer					
General Laborer	6/13	\$27.77	4	18	\$11.56
Skilled Laborer	6/13	\$23.32	4	18	\$11.56
Truck Driver-Teamster					
Group I		\$26.49	12	3	\$10.90
Group II		\$26.65	12	3	\$10.90
Group III		\$26.64	12	3	\$10.90
Group IV		\$26.76	12	3	\$10.90
Traffic Control Service Driver		\$16.35	29	28	\$2.75

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.

**TANEY COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. 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 to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days 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). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over 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 work day 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). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**TANEY COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: 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. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**TANEY COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: 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 to 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 time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, 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. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or 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. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. 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 a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.