



## REQUEST FOR BID # 201708-382 CONCRETE DECK WEIGHBRIDGE

### BID SCHEDULE & DEADLINES:

August 19, 2017 – Sept. 19, 2017	Bid Release Date / Advertising Period.
Sept. 8, 2017 at 11:00 A.M.	Pre-Bid Meeting. (Mandatory.)
Sept. 11, 2017 at 2:00 P.M.	Deadline for Submitting Questions.
<b><u>Sept. 19, 2017 at 5:00 P.M.</u></b>	<b><u>Closing Date / Time.</u></b>
<b><u>Sept. 20, 2017 at 9:30 A.M.</u></b>	<b><u>Opening Date / Time.</u></b>

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Responding Vendor / Company Name

City / State

TOTAL BID PRICE; \_\_\_\_\_

Attn: **Ron Erickson, Director of Purchasing**

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

[rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)

Bidder's Initials: \_\_\_\_\_

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Commodity Title: **CONCRETE DECK WEIGHBRIDGE.**  
 PLEASE MARK YOUR ENVELOPE "SEALED BID #201708-382"  
 RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.

*Bid Submission*

Location / Mail Address: Taney County Purchasing Department (Second Floor)  
 P. O. Box 1630 (*PO Box MUST be used for normal mail.*)  
 132 David St. (*Physical Address MUST be used for package delivery.*)  
 Forsyth, MO 65653

*Bid Opening*

Location / Address: Taney County Commission Hearing Room (Old Courthouse)  
 132 David Street  
 Forsyth, Mo. 65653

The undersigned certifies their 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." Type or print 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 and email address is mandatory, lack thereof will result in a determination of "Non-Responsive".

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Person (Print)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 \*Signature

\_\_\_\_\_  
 City/County/State/Zip

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Telephone #

\_\_\_\_\_  
 Fax #

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Tax ID #

\_\_\_\_\_  
 \*E-mail (MUST be legible.)

\_\_\_\_\_  
 Entity Type (Corporation, LLC, Sole Proprietor, Partnership)

**1. BIDDING PROCESS INFORMATION**

The Purchasing Department is responsible for the bid opening at the time and place noted in the request. If a Vendor wants 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 listed in item #2.3)

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.

Read ALL bid documents closely - immediately upon receipt. Note any/all special dates and submit your bid as soon as possible. See Items 3.1 & 3.2 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may*.

Sections; 2, 3, and 4 include instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. Use a checkmark (✓) to acknowledge each of the following items. We have found this method improves communications, limits the need for questions and thus addendum, and helps to avoid other areas of confusion.

<b>2.</b>	<b>INSTRUCTIONS AND GENERAL CONDITIONS:</b>	(✓)
2.1	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.	
2.2	Closing: Sealed bids must be delivered before "Closing Date / Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.	
2.3	USPS Warning: There is no mail delivery service at the courthouse. When sending packages Bidders risk their response not arriving in time by way of the United States Postal Service. The Post Office may fail to leave a "pick up slip" in the correct county P.O. Box alerting us that they are holding a package requiring our signature. If a Bidder must use U.S.P.S. do not require a signature on our end, simply make sure to mail it only to our P.O. address. Other delivery services require our physical address. Both addresses are clearly listed on page #2. U.S.P.S. ONLY recognizes our PO address. It is the Bidder's responsibility, not the county, nor the Post Office, to ensure bids are delivered in time to the Purchasing Department.	
2.4	Late Packages: The County will not accept any bids received after the listed closing date/time. Late bids are "NON-RESPONSIVE". They will not be opened.	
2.5	Opening: Bids will be opened publicly at "Opening Date / Time", as listed on page one, 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 who formally requests it.	

2.	INSTRUCTIONS AND GENERAL CONDITIONS: (Continued)	(✓)
2.6	Award / Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete review. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)	
2.7	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. Once a bid response is opened, and accepted as a qualified response for consideration, it can only be withdrawn by order / approval of the Taney County Commission.	
2.8	Sealed & Marked: Bids must be submitted in a 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" with a return name & address. No fax or electronic transmitted bids will be accepted. Make sure your package indicates "BID", with the BID NUMBER - on the final outside surface of your package.	
2.9	No Bid: If you do not want to submit a bid, please return the No Bid Response Form on page #10 of this package, and note your reason. (Optional).	
2.10	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this RFB.	
2.11	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 Bidder in connection with such interviews or presentations (i.e. travel accommodations, etc.)	
2.12	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.	
2.13	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.	
2.14	Multiple Awards: Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.	
2.15	Payment Terms: Taney County standard payment terms are Net 30 after receipt of an invoice. We can not, and will not, agree to any other payment terms. Once products, or services, are received and accepted Taney County will process payment in full. Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted.	
2.16	Effective: This agreement shall take effect upon the approval by the Taney County Commission.	
2.17	Alterations: Any alterations, changes, lining out, or <b>margin notes</b> to any items within sections 2, 3, 4 may result in said bid response being determined non-responsive.	
2.18	Direct Email Address: An email address MUST be provided in order to receive award results. (Not simply a website.) We do not use USPS for results only email. Final award results will be emailed to all responding Vendors. Results will also be posted on our website at: <a href="http://www.taneycounty.org">www.taneycounty.org</a> . Please do not call for results.	

3.	GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC	(✓)
3.1	All questions must be submitted prior to the bid opening and no later than 2:00 P.M. Monday September 11, 2017. Questions are to be emailed to; <a href="mailto:rone@co.taney.mo.us">rone@co.taney.mo.us</a>	
3.2	All questions will be answered in written addendum form and emailed to all parties who had previously been part of the original DBI (Direct Bid Invitation) email, or had made email contact during the open bid questioning timeframe. Addendum email will be sent as close as possible to the day following the deadline listed in item 3.1 above. Same addendum will also be posted on the Taney County website.	
3.3	Any/all addenda will be attached at the end of the posted bid. An indication, in red, will alert visitors to our website as to the presence of any addenda.	
3.4	Aside from routine questions if it becomes necessary to revise any part of this RFB, written addendum will be issued to address that need. Any addendum to this RFB is valid only if in writing and issued by the Taney County Purchasing Department.	
3.5	Sunshine Laws: Per applicable laws and regulations concerning public documents, all bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of bid responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies. ( <i>Section 610.026, RSMo.</i> )	
4.	BASIC REQUIREMENTS / FACTORS:	(✓)
4.1	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. Always acting in the best interest of the Taney County.	
4.2	Agreement: The entire contents of received bid response documents submitted by the successful Bidder to this RFB shall include <u>all</u> bid documents and will become a part of any contract award as a result of this solicitation. These signed Bid Documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ____" at the bottom of each page after completing each section. Any bids not complying with this condition may be considered non-responsive and rejected. The Awarded Vendor, of this RFB, will follow up with a written agreement sample, working with our Legal Services Department, and oversee completion of that process to the mutual satisfaction of all parties in harmony with this signed response. A standard sample agreement currently being used by Taney County, in most cases, is attached here as a reference.	
4.3	Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses 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 forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."	

4.	<b>BASIC REQUIREMENTS / FACTORS:</b> (Continued)	(✓)
4.4	Advice of Award: The County's Bids, Bid Tabulations, and Bid Award information may be viewed on our website at <a href="http://www.taneycounty.org">www.taneycounty.org</a> . (Purchasing Department Page.)	
4.5	Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.	
4.6	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, 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 best interest of Taney County.	
4.7	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.	
4.8	Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.	

**5. SCOPE OF SERVICES:**

The Taney County Purchasing Department will be accepting and reviewing all responses to this RFB in an effort to complete the purchase process to add a new truck scale on the opposite side of our existing scale house similar, or in like manner, to the existing truck scale at the Taney County Transfer Station located at 274 Buchanan Road, Branson, Missouri. The truck scale shall meet all requirements as detailed below.

- 5.1. This bid includes a request for installation work on county property which requires Prevailing Wage compliance. Awarded Vendor must comply with Missouri Wage Order #24, Section #110 specific to Taney County, a copy of which is attached for reference.
- 5.2. All pricing MUST remain in effect, without increase, for one year from date of award.
- 5.3. The County will not be required to purchase any/all, nor minimums/maximums as per the quantities listed within this Bid.
- 5.4. A mandatory pre-bid meeting shall be held at the Taney County Transfer Station, 274 Buchanan Road, Branson, Missouri 65616 on Friday September 8, 2017 at 11:00 A.M. local time. A sign-up sheet will be used. Only Vendors who attend this meeting and sign in will be allowed to submit a bid response.
- 5.5. For questions concerning the below listed specifications, or any other technical questions, please feel free to call:

Randy Haes, Administrator  
 Taney County Road & Bridge  
 417-546-7268 (off) / 417-546-7924 (cell)  
[randyh@co.taney.mo.us](mailto:randyh@co.taney.mo.us)



## 6. SPECIFICATIONS:

For Sections 6, 7, 8, and 9 please use the below “KEY” to check (✓) off the appropriate box. Certain areas may / may not apply directly to the products or services being asked for within this RFB, however, most terms and conditions do apply specifically to this bid. Total number of “E” exceptions are considered / combined with total bid price during review for an award recommendation.

C = Comply with item. (In some cases this will serve as a simple acknowledgement.)

D = Do not / cannot not comply with item.

E = Exception taken to item. (A full explanation should be provided for any/all exceptions.)

ITEM #	SPECIFICATION DESCRIPTION / REQUIREMENTS:		C	D	E
6.1	Capacity:	100-135 Tons			
6.2	Platform Size:	70'x12'			
6.3	Platform Material:	6" Concrete Deck Design			
6.4	Steel Support Structure	6" Steel support			
6.5	Module Size:	(3) 23'4" self-contained modules			
6.6	Concentrated Load Capacity(CLC):	50 Tons			
6.7	Dual Tandem Axle Rating (DTA):	100,000#			
6.8	Weigh-Bridge Thickness:	12-1/4"			
6.9	Profile:	18" includes 6" cleanout beneath the bridge			
6.10	Span Deflection Ratio:	1:1300 legal highway loads at mid span of module.			
6.11	Each scale shall be factory assembled, pre-calibrated, and performance tested to exacting NIST, NTEP, and ISO specifications, prior to shipment.				
6.12	Support structure shall be steel with cast-in-place concrete deck.				
6.13	The concrete deck shall be field poured at job site and have a minimum cured strength of 4,000 psi at 28 days.				
6.14	Concrete deck shall have a minimum thickness of 6" with one mat of #4 reinforcing rod on 12" centers.				
6.15	Concrete decks utilizing fiber mesh additives to concrete shall NOT be allowed.				
6.16	Pre-poured, pre-cast, or pre-stressed concrete decks shall NOT be permitted.				
6.17	Scale weighbridge shall be designed to handle up to 250 trucks per day for a period of 25 years without weighbridge fatigue.				
6.18	All non-visible steel surfaces shall be evenly spray coated with an asphalt emulsified undercoating.				
6.19	All steel elements shall be steel shot blasted to SSPC-A-SP6 standards.				
6.20	All visible steel surfaces shall receive a 3-5 mil application of a high solids urethane primer and a high solids acrylic urethane top coat to a finish of 2-3 mil thickness, or powder coat of all surfaces is an acceptable alternative.				
6.21	The scale system shall be a full electronic design, with internal self-checking weigh-bridge.				
6.22	Weighbridges using bumper bolts, externally fixed check rods, or embedded bumper plates in the end walls shall NOT be permitted.				
6.23	Concrete elements in the weighbridge shall be utilized in a compression application above the neutral axis of the structure.				
6.24	Weighbridge designs allowing the concrete to extend below the neutral axis subjecting the entire concrete deck to tension or bending forces shall NOT be permitted.				
6.25	Scale shall be equipped with optional gusseted bolt-on safety guiderails on each side of the scale with a minimum of 4" diameter pipe.				
6.26	A minimum of three bolts shall be used at each gusset to attach side rail.				
6.27	Guiderails welded to weighbridge shall NOT be permitted.				
6.28	Guiderails shall be painted OSHA safety yellow.				

	<b>SCALE SHALL HAVE THE FOLLOWING STANDARD FEATURES:</b>			
6.29	5-Year weighbridge warranty			
6.30	5-Year electronics warranty			
6.31	Boltless top access to load cells and junction boxes			
6.32	Superior structural 12"-14WF support beams			
6.33	Asphalt Emulsion Undercoating on internal and underside steel surfaces to inhibit rust.			
6.34	Self-checking, no external check rods or bumper bolts			
6.35	Total electronic design			
6.36	Conduit runs and rodent barriers for cabling			
6.37	Conduit Hub Fittings at each load cell			
6.38	Interior components, protected w/rust-inhibiting epoxy primer & tough asphalt emulsion coating			
6.39	Factory assembled, no field welding			
6.40	Span Deflection Ratio 1:1100 with legal highway loading at mid-span on module			
6.41	Surge voltage			
6.42	Single Point Grounding System			
6.43	Profile- 18" from pier to top of approach-Provides 6" clearance for cleanout			
6.44	No base plates or grouting			
6.45	Truck scale shall have a lightning and surge suppression kit that includes a full 5-Year warranty against problems associated with lightning or surge voltage problems.			
	<b>STANDARD LOAD CELL FEATURES:</b>			
6.46	Load Cell Capacity 75,000#-Double Ended Shear Beam			
6.47	Overload safety factor 150%			
6.48	All load cells are sealed to eliminate moisture-IP67 rating.			
6.49	Lightning protection			
6.50	Selected vendor shall provide all installation of the truck scale including excavation, hybrid pit construction, and scale. Prevailing Wage Compliance required. See Item# 5.1, on page #6.			
6.51	Vendor will be required to submit design of truck scale for given location at the Taney County Transfer Station facility.			
6.52	TOTAL BID PRICE; _____(This total price should also be listed on the pricing line on the cover page of this full bid document.)			

<b>7.</b>	<b>BIDDER DIRECTIVES:</b>	<b>C</b>	<b>D</b>	<b>E</b>
7.1	The County shall have a minimum of 90 calendar days from the date of the opening to accept bidder's offer.			
7.2	Standard payment terms are Net 30 after receipt of invoice, no exceptions.			
7.3	Response time/delivery: _____ (After Receipt of Order.)			
7.4	Include an updated W-9 form completed with current company information and signature. (THIS IS MANDATORY.)			
<b>8.</b>	<b>TOTAL PRICE INCLUSIONS, TAX EXEMPTION:</b>	<b>C</b>	<b>D</b>	<b>E</b>
8.1	Shipping, Handling, and Delivery Fees – all MUST be included in total bid price.			
8.2	Do not include Federal Excise Tax or Sales and Use Taxes in your bid response, as state law exempts the County from these taxes.			
8.3	Whatever other miscellaneous fees should be included in your response.			



9.	STANDARD TERMS AND CONDITIONS:	C	D	E
9.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.			
9.2	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.			
9.3	Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid – in same order as received, give the unit price, extended totals, and sign the bid.			
9.4	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.			
9.5	The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in awarding the bid.			
9.6	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.			
9.7	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.			
9.8	Failure to deliver as guaranteed may disqualify Bidder from future bidding.			
9.9	Prices must be as stated in units of quantity specified, and must be firm.			
9.10	The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered and is accepted by the County.			
9.11	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.			
9.12	In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.			
9.13	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.			

**10. NO BID RESPONSE FORM:**

NOTE: Complete and return this section 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 by mail, email, or fax.

*Thank you...*

RFB # 201708-382 Concrete Deck Weighbridge

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

**11. FINAL MANDATORY COMPLIANCE CHECKLIST:**

These final mandatory requirements are most important. Feel free to use the below table as a checklist to insure your bid is fully compliant before you seal it for submission. Your full bid response needs to comply with all of the below requirements in **RED**. As an option use a checkmark (✓) to assist in your final review. If you have the slightest question regarding these items PLEASE call.

These requirements apply to every possible form of bid we let out.

(✓) = Acknowledged below item with intent to comply.

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
11.1	The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened or returned.	
11.2	No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL REJECT that Vendor from any participation in this bid.	
11.3	Include a current/signed W-9 form with your company information. Having this up front benefits any awarded Vendor by greatly expediting our payment process. Taney County Accounts Payable Department must have this form before they can process payment. The name and address on the submitted W9 will be used as the formal name/address on any subsequent agreement / contract post award. FAILURE TO INCLUDE A W9 MAY REJECT.	
11.4	Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT.	
11.5	Un-readable responses, including an unreadable email address, MAY REJECT.	
11.6	Three copies of bid response are required. Please indicate copies versus original. One sided copies ONLY. A double-sided response is not considered an acceptable document for our purposes. Failure to include the correct number of copies or two sided copies MAY REJECT.	
11.7	Include, in your response, ALL pages of the bid document initialed by hand, not typed, where asked for on each page bottom. Incomplete responses MAY REJECT.	

AGREEMENT (*Sample*)  
for  
CONCRETE DECK WEIGHBRIDGE

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 201\_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and \_\_\_\_\_ of; \_\_\_\_\_ herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. *Contract Documents* - This agreement shall consist of this Agreement for a *Concrete Deck Weighbridge*; County of Taney Request for Bid number 201708-382, any applicable addenda; and the Contractor's bid response executed by \_\_\_\_\_ on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Agreement, the Request For Bid, and any applicable addenda, shall prevail and control over the Contractor's bid response.

2. *Purchase* - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items, services, and construction per the Contractor's bid response, and for the prices set forth in the Contractor's response, and as ordered by County. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider all other options, including the next lowest Bidder. In no event shall the total price paid by County exceed the total bid price of; \$\_\_\_\_\_. Construction on County property to be in full compliance with State of Missouri Prevailing Wage Work Order #24, Section 110 covering Taney County Missouri.

3. *Contract Duration* - This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. This agreement may only be extended by the order of the county subject to the pricing, and delivery clauses as agreed to, and offered by the contractor's bid response.

4. *Billing and Payment* - All billing shall be invoiced with specific department information and include bid number 201708-382 for reference. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if County makes payment as provided therein.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

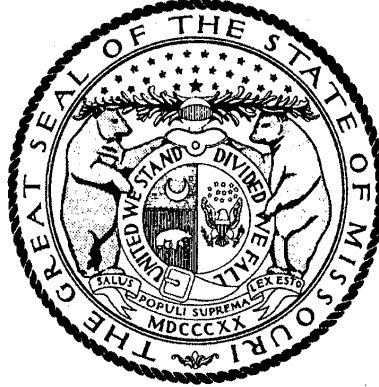
5. *Binding Effect* - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.



# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

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

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

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

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$19.50	FED		\$3.65
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$27.73	24	74	\$16.44
Carpenter			\$24.73	61	4	\$15.65
Cement Mason			\$23.64	64	4	\$11.10
Communication Technician			\$16.00	FED		\$3.98
Electrician (Inside Wireman)			\$21.44	21	48	\$11.55 + 10%
Electrician (Outside-Line Construction\Lineman)			\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator			\$38.37	125	65	\$5.00 + 34.5%
Groundman			\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$45.49	26	54	\$33.235
Glazier			\$23.35	36	52	\$6.71
Ironworker			\$29.00	50	4	\$28.45
Laborer (Building):						
General			\$21.28	112	4	\$11.73
First Semi-Skilled			\$23.42	112	4	\$11.73
Second Semi-Skilled			\$21.96	112	4	\$11.73
Lather			\$24.73	61	4	\$15.65
Linoleum Layer and Cutter			\$24.63	123	78	\$15.65
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$24.73	61	4	\$15.65
Operating Engineer						
Group I			\$26.34	84	4	\$12.69
Group II			\$24.60	84	4	\$12.69
Group III			\$23.89	84	4	\$12.69
Group III-A			\$24.60	84	4	\$12.69
Group IV						
Group V			\$15.80	84	4	\$12.69
Painter			\$22.00	7	14	\$12.40
Pile Driver			\$24.73	61	4	\$15.65
Pipe Fitter			\$29.55	19	1	\$14.82
Plasterer			\$23.63	64	4	\$11.30
Plumber			\$29.55	19	1	\$14.82
Roofer \ Waterproofer			\$22.75	10	2	\$10.88
Sheet Metal Worker			\$28.94	4	24	\$14.18
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$29.31	124	74	\$14.56
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$16.35	48	49	\$2.75
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

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase





**TANEY COUNTY**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 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 work week shall consist of five (5) consecutive eight (8) hour days beginning on 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. 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. 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 one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

**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 12:01 a.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  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**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. 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**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**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 \$27.09 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**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**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 contractors 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 weeks' 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 & 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  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**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, Decoration 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 and holidays falling on Sunday will be observed on the following Monday.

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

**NO. 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		\$29.03	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$22.51	31	30	\$5.50 + 28%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$18.21	31	30	\$5.50 + 28%
Laborer					
General Laborer		\$24.32	4	18	\$12.71
Skilled Laborer		\$24.87	4	18	\$12.71
Millwright		\$29.03	23	16	\$16.10
Operating Engineer					
Group I		\$30.82	5	15	\$13.30
Group II		\$30.47	5	15	\$13.30
Group III		\$30.27	5	15	\$13.30
Group IV		\$28.22	5	15	\$13.30
Oiler-Driver		\$28.22	5	15	\$13.30
Pile Driver		\$29.03	23	16	\$16.10
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I		\$28.24	12	3	\$12.45
Group II		\$28.40	12	3	\$12.45
Group III		\$28.39	12	3	\$12.45
Group IV		\$28.51	12	3	\$12.45

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 that 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. 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. 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 \$15.55 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 \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**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.