



TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: **Guardrail**
RFB #201803-407

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- () = Full / Formal Bid for Products *and* Services.
- () = Full / Formal Bid for *Services ONLY*.
- () = Full / Formal Request for Proposals.
- () = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

Mar. 24, 2018 – Apr. 24, 2018

Bid Release Date / Advertising Period

Apr. 16, 2018 at 2:00 P.M.

Deadline for Submitting Questions.

Apr. 24, 2018 at 5:00 P.M.

Closing Date / Time.

Apr. 25, 2018 at 9:40 A.M.

Opening Date / Time.

Responding Vendor / Company Name

City / State

SECTION #	TABLE OF CONTENTS	Page #
	Cover Sheet: Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents.	Page 1
	Commodity Title, Submission Locations, and Vendor Information Form.	Page 2
	Introduction & Basic Processing Information.	Pages 2-3
1	Instructions and General Conditions.	Pages 3-5
2	Scope of Services.	Page 6
3	Specifications / Bid Pricing.	Pages 7-8
4	Standard Terms and Conditions.	Page 9
5	No Bid Response Form.	Page 10
6	Final Mandatory Compliance Checklist.	Page 10
	Sample Agreement (Reference ONLY.)	Pages 11-12

Bidder's Initials: _____

Commodity Title: **GUARDRAIL**
PLEASE MARK YOUR ENVELOPE "SEALED BID #201803-407"
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 products, or services, 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 to our solicitation as well as initial all pages. *An authorized signature and email address is mandatory, lack thereof *will* result in a determination of "Non-Responsive" and disqualify from participation.

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)

INTRODUCTION & BASIC PROCESSING 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 U.S.P.S. (Please note U.S.P.S. issues listed in item #1.3 on the following page.)

A formal invitation for bid is utilized when the total purchase estimate exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. A complete bid request 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 point of contact listed in section #2, Scope of Services.

Read ALL solicitation documents closely - immediately upon receipt. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.24 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may*.

~~~~~  
 Section #1, as follows includes 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.

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1.  | INSTRUCTIONS AND GENERAL CONDITIONS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (✓) |
| 1.1 | Delivery of: <i>Sealed Responses</i> , subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the request closing date and time indicated herein for furnishing the County with goods, and or, services as detailed within these following pages.                                                                                                                                                                                                                                                                                                                                     |     |
| 1.2 | Closing: <i>Sealed Responses</i> must be delivered before "Closing Date / Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |
| 1.3 | United States Postal Service Note: There is no mail delivery service at our offices. If a Bidder must use U.S.P.S. <u>do not</u> require a return receipt request signature on our end as we do not have staff to wait in line at the Post Office when their counter is open to sign for a bid response package. Use regular mail sending your response to our P.O. Box address only. The Post Office only recognizes our P.O. Box address. Other delivery services require our physical address. Both addresses are listed on page #2. It is the Bidder's responsibility, not the County, nor the Post Office, to ensure responses are delivered in time to the Purchasing Department. |     |
| 1.4 | Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered as "NON-RESPONSIVE". They will not be opened.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |
| 1.5 | Opening: Responses will be opened publicly at "Opening Date / Time", as listed on page one, and read aloud. All 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.                                                                                                                                                                                                                                                                                                                                                                                            |     |
| 1.6 | Award / Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed for any reason. (10 days or more.)                                                                                                                                                                                                                                                                                                                                                                                                                      |     |
| 1.7 | Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown in this request prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Taney County Commission.                                                                                                                                                                                                                                                                                                                                                                                                             |     |
| 1.8 | Sealed & Marked: Responses 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 " <i>Response to Request for Bid enclosed</i> " with a return name & address. No fax or electronic transmitted responses will be accepted. Make sure your package indicates "BID", with the BID NUMBER - on the final outside surface of your package.                                                                                                                                                                                                                              |     |
| 1.9 | No Bid: If you elect not to submit a response, return the No Bid Response Form in section #5 of this package, and note your reason. (Optional). An email is allowable for a "No Bid" response.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.10 | Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this request.                                                                                                                                                                                                                                                                               |  |
| 1.11 | Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of or from 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, presentations, or inspections. (i.e. travel accommodations, etc.)                                                                                           |  |
| 1.12 | Bid Term: All Responses submitted shall be binding, and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing / Costs submitted within this response must be honored within that set timeframe. Bidders should not respond unless certain on this point. Submitted pricing to this request, once opened, cannot be changed for any reason. Any such changes, by law, will disqualify that full response. |  |
| 1.13 | Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.                                                                                                                                                                                                                                                                                                 |  |
| 1.14 | Multiple Awards: Responses may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.                                                                                                                                                                                                                                                                                                           |  |
| 1.15 | Payment Terms: Taney County standard payment terms are <i>Net 30</i> 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. Invoices need to be issued, and mailed, correctly, to the requesting department - not Purchasing.                                                                                        |  |
| 1.16 | 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.                                                                                                                                                                                                                                                                                       |  |
| 1.17 | Any award agreement shall take effect upon the approval by the Taney County Commission.                                                                                                                                                                                                                                                                                                                                                                 |  |
| 1.18 | Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in said response being disqualified.                                                                                                                                                                                                                                                                                               |  |
| 1.19 | Direct Email Address: An email address <b>MUST</b> be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. Final award results will be emailed to all responding Vendors. Please do not call for results.                                                                                                                                                                                        |  |
| 1.20 | Results are always posted at: <a href="http://www.taneycounty.org">www.taneycounty.org</a> . Please do not call for results.                                                                                                                                                                                                                                                                                                                            |  |
| 1.21 | All questions for this solicitation must be submitted no later than 2:00 P.M. Monday April 16, 2018. Questions are to be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at; <a href="mailto:rone@co.taney.mo.us">rone@co.taney.mo.us</a>                                                                                                                                       |  |
| 1.22 | All questions received will be combined to be answered in one written addendum 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 questioning timeframe.                                                                                                                                                                                              |  |
| 1.23 | Any necessary addendum email will be sent as close as possible to the day following the deadline listed in item #1.21 above. The addendum will also be posted on the Taney County website attached at the end of the posted Bid. An indication at the end of the posted bid, in red, will alert visitors to our website Purchasing Page as to the presence of any addendum.                                                                             |  |
| 1.24 | Aside from routine processing questions if it becomes necessary to revise any part of this solicitation, written addendum will be issued to address that need. Any addendum is valid only if in writing and issued by the Taney County Purchasing Department.                                                                                                                                                                                           |  |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.25 | <p>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 request 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 Missouri.</p> |  |
| 1.26 | <p>Agreement: The entire contents of response documents submitted by the successful Bidder to this request shall include all bid documents and will become a part of any contract award as a result of this solicitation. These signed 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 responses not complying with this condition may be considered non-responsive and rejected. The Awarded Vendor, of this request, will follow up with a written agreement draft, 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.</p>                                                                                                                                          |  |
| 1.27 | <p>Our standard <i>Sample</i> agreement currently being used by Taney County, in most cases, is attached here to assist. It is not necessary to fill in the blanks of said "Sample". This sample is for reference purposes only. The County reserves the right to use other agreement versions should our Legal Services Department decide another version would better serve the needs of Taney County Missouri as they pertain to those requested within this solicitation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 1.28 | <p>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."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 1.29 | <p>Advice of Award: The County's Responses, 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.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 1.30 | <p>Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their responses.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 1.31 | <p>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 Missouri.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 1.32 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 1.33 | <p>Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 1.34 | <p>Sunshine Laws: Per (Section 610.026, RSMo.) concerning public documents, all responses to this request 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 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.</p>                                                                                                                                                                                                                                                                                                                                                     |  |

## 2. SCOPE OF SERVICES:

The Taney County Purchasing Department will be accepting and reviewing all responses to this RFB for guardrail material & installation for a period of one year for the Taney County Road & Bridge Department – at the lowest possible costs to the county.

- 2.1 Guardrail is to be type A and to be installed within the Taney County maintained roadway system. Guardrail installation will be per Missouri Standards 2004 (606.00AQ) unless otherwise specified by Taney County.
- 2.2 Bids should include installation for type A Guardrail; with TL2 guardrail end treatment and Crashworthy Type A end treatments where there is insufficient room for TL2 end treatments, all per lineal foot, or each.
- 2.3 Follow all requested details on tables as listed on the following pages.
- 2.4 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.
- 2.5 All pricing MUST include delivery at various Taney County Road locations.
- 2.6 The County accepts the possibility of steel pricing fluctuations and therefore will consider a reasonable / justifiable variation, at our discretion, during an initial 12 month agreement timeframe post award. The maximum allowable increase, specific to steel, is 6%. Increases beyond that point will require prior mutual agreement before delivery.
- 2.7 The County will not be required to purchase any/all, nor minimums/maximums as per the quantities listed within this Bid. (Below specification.)
- 2.8 All materials shall be in accordance with the requirements of the 2004 Missouri Standard Specifications for Highway Construction and/or following specifications.
- 2.9 Material quantities shown on the material proposal represent an estimate and should not be taken as commitment by the county as to the quantity of material that will be used during the 2018 / 2019 maintenance year.
- 2.10 Taney County reserves the right to have the material tested for quality at their expense and to take whatever remedial action that may be required. Tests would be run to verify compliance with the applicable specifications.
- 2.11 For questions concerning the following listed specifications, or any other technical questions, please feel free to call either:

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

**Devin Huff**  
Assistant Administrator  
Taney County Road & Bridge  
417-546-7268(off)/417-527-2733 (cell)  
[devinh@co.taney.mo.us](mailto:devinh@co.taney.mo.us)

| 3.   | <b>SPECIFICATIONS:</b><br><br>Furnish all necessary materials and labor (where it applies) for guardrail installation as specified in the following table. Bid pricing responses MUST include delivery to anywhere needed within the Taney County Road system. | <b>UNIT BID PRICE EA.</b> | <b>TOTAL PRICE</b> |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------|
| 3.1  | Type A Turn Down Terminal                                                                                                                                                                                                                                      | \$                        | \$                 |
| 3.2  | Remove and Replace 12 ft 6 in Beam (Type A Guardrail)                                                                                                                                                                                                          | \$                        | \$                 |
| 3.3  | Remove and Replace 12 ft 6 in Radius Beam, concave / Convex Type A                                                                                                                                                                                             | \$                        | \$                 |
| 3.4  | Remove and Replace Steel Post, 6 ft Type A Guardrail                                                                                                                                                                                                           | \$                        | \$                 |
| 3.5  | Remove and Replace Wood Post, 6 ft Type A Guardrail                                                                                                                                                                                                            | \$                        | \$                 |
| 3.6  | Remove and Replace Steel Post, 9 ft Type A Guardrail                                                                                                                                                                                                           | \$                        | \$                 |
| 3.7  | Remove and Replace Wood Post, 9 ft Type A Guardrail                                                                                                                                                                                                            | \$                        | \$                 |
| 3.8  | Remove and Replace Wood /Plastic Block 8 x 6 x 14 Type A Guardrail                                                                                                                                                                                             | \$                        | \$                 |
| 3.9  | Remove and Replace End Section (Shoe) Type A Guardrail                                                                                                                                                                                                         | \$                        | \$                 |
| 3.10 | Remove and Replace Terminal Connector (Type A Guardrail)                                                                                                                                                                                                       | \$                        | \$                 |
| 3.11 | Install Post in Solid Rock or Through Concrete (Type A or E Guardrail)                                                                                                                                                                                         | \$                        | \$                 |
| 3.12 | Remove and Replace Steel Post 6 ft, Type E Guardrail                                                                                                                                                                                                           | \$                        | \$                 |
| 3.13 | Remove and Replace Wood / Plastic Block 8 x 6 x 21 Type E Guardrail                                                                                                                                                                                            | \$                        | \$                 |
| 3.14 | Remove and Replace 45 in Wood Post (ET2000 #1-2, SRT #1-2)                                                                                                                                                                                                     | \$                        | \$                 |
| 3.15 | Remove and Replace 72 in Wood Post (ET2000 #3-8, SRT #3-8)                                                                                                                                                                                                     | \$                        | \$                 |
| 3.16 | Remove and Replace 14 in Wood Block (ET2000, SRT, CAT #2-8)                                                                                                                                                                                                    | \$                        | \$                 |
| 3.17 | Remove & Replace Steel Foundation Tube with Soil Plate (ET2000, CAT)                                                                                                                                                                                           | \$                        | \$                 |
| 3.18 | Remove and Replace 25 ft Deep Beam Rail (ET2000)                                                                                                                                                                                                               | \$                        | \$                 |
| 3.19 | Remove and Replace Deam Beam Rail Punched for Extruder (ET2000)                                                                                                                                                                                                | \$                        | \$                 |
| 3.20 | Remove and Replace New Guardrail Extruder (ET2000)                                                                                                                                                                                                             | \$                        | \$                 |
| 3.21 | Remove and Replace Offset Strut (ET2000)                                                                                                                                                                                                                       | \$                        | \$                 |
| 3.22 | Remove and Replace Cable Assembly w/Pipe, Plate & Anchor (ET2000)                                                                                                                                                                                              | \$                        | \$                 |
| 3.23 | Remove and Replace Rail and Rod (CAT #2-4)                                                                                                                                                                                                                     | \$                        | \$                 |
| 3.24 | Remove and Replace Rail and Rod (CAT #4-8)                                                                                                                                                                                                                     | \$                        | \$                 |
| 3.25 | Remove and Replace Strut Assembly (SRT-350)                                                                                                                                                                                                                    | \$                        | \$                 |
| 3.26 | Remove and Replace First Slotted Panel 12 ft 6 in (SRT-350)                                                                                                                                                                                                    | \$                        | \$                 |
| 3.27 | Remove and Replace Second Slotted Panel 12 ft 6 in (SRT-350)                                                                                                                                                                                                   | \$                        | \$                 |
| 3.28 | Remove and Replace Nose Piece (SRT-350)                                                                                                                                                                                                                        | \$                        | \$                 |

|      |                                                                                     |    |    |
|------|-------------------------------------------------------------------------------------|----|----|
| 3.29 | Remove and Replace Steel Foundation Tube (SRT-350)                                  | \$ | \$ |
| 3.30 | Install Terminal End Marker                                                         | \$ | \$ |
| 3.31 | Installation of new E T 2000 breakaway end section                                  | \$ | \$ |
| 3.32 | Installation of new steel hinged breakaway end section                              | \$ | \$ |
| 3.33 | Remove and Replace 25 ft Beam (Type A Guardrail)                                    | \$ | \$ |
| 3.34 | Remove and Replace Steel Post, 7 Foot (Type A Guardrail)                            | \$ | \$ |
| 3.35 | Remove and Replace 25 ft Type A Turn Down Terminal Panel                            | \$ | \$ |
| 3.36 | Remove and Replace Type A Turn Down Terminal Post (#1-4)                            | \$ | \$ |
| 3.37 | Remove and Replace Type A Turn Down Terminal Bracket (#1-3)                         | \$ | \$ |
| 3.38 | Remove and Replace Type A Turn Down Terminal Bracket # 4                            | \$ | \$ |
| 3.39 | Remove and Replace 12 in Backup Plate (Turn Down, SRT-350)                          | \$ | \$ |
| 3.40 | Remove and Replace 6 in Backup Plate (SRT-350)                                      | \$ | \$ |
| 3.41 | Remove and Replace 25 ft Slotted Panel (SRT-350)                                    | \$ | \$ |
| 3.42 | Remove and Reset Existing Guardrail Extruder (ET2000).                              | \$ | \$ |
| 3.43 | Remove and Replace Hinged Breakaway Post - Top (ET2000 SYT #1)                      | \$ | \$ |
| 3.44 | Remove & Replace Hinged Breakaway Post - Bottom (ET2000 SYT #1)                     | \$ | \$ |
| 3.45 | Remove and Replace Steel Yielding Terminal Post (ET2000 SYT #2-8)                   | \$ | \$ |
| 3.46 | Realign and Use Existing Post (Type A or E Guardrail)                               | \$ | \$ |
| 3.47 | Remove and Replace 12 ft 6 in Thrie Beam Rail (Type E Guardrail)                    | \$ | \$ |
| 3.48 | Installation of new Type A guardrail with posts and blocks 1'-250'                  | \$ | \$ |
| 3.49 | Installation of new Type A guardrail with posts and blocks 250'-1,000'              | \$ | \$ |
| 3.50 | Installation of new Type A guardrail with posts and blocks 1,000' and up            |    |    |
| 3.51 | Installation of new / replace Type A guardrail with Taney County furnished material | \$ | \$ |
| 3.52 | Guardrail removal                                                                   | \$ | \$ |
| 3.53 | Drilling holes in rock (when necessary)                                             | \$ | \$ |



For Section 4 please use the below “KEY” to check (✓) off the appropriate box. The total number of exceptions will be considered and combined with total bid pricing during review for an award recommendation. Make sure to address every item whether they apply or not.

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

D = Does not and/or cannot comply with item.

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

| 4.   | STANDARD TERMS AND CONDITIONS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | C | D | E |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|
| 4.1  | Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |   |   |
| 4.2  | 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 on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.                                                                                                                                                                                                                                                                                                                              |   |   |   |
| 4.3  | Bidders must use the bid request forms provided for the purpose of submitting responses, 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |   |   |
| 4.4  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |   |   |   |
| 4.5  | The delivery date shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in the award phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |   |   |
| 4.6  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |   |   |
| 4.7  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |   |   |
| 4.8  | Failure to deliver as guaranteed may disqualify Bidder from future participation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |   |   |
| 4.9  | Prices must be as stated in units of quantity specified, and must be firm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |   |   |   |
| 4.10 | The County of Taney, Missouri expressly denies responsibility for, or Countyship of any item purchased until same is delivered and is accepted by the County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |   |   |
| 4.11 | Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law exempts the County from these taxes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |   |   |
| 4.12 | 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 as 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 response opening. |   |   |   |
| 4.13 | In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |   |   |   |
| 4.14 | 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.                                                                                                                                                                                                                                                                                                          |   |   |   |

**5. 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 #201803-407 Guardrail

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

**6. 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.

Ron Erickson, Director of Purchasing  
 Office: 417-546-7281 / FAX: 417-546-3941  
[rone@co.taney.mo.us](mailto:rone@co.taney.mo.us)

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

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

| ITEM # | FINAL COMPLIANCE CHECKLIST                                                                                                                                                                                                                                                                                                                                                                                                         | (✓) |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 6.1    | The County cannot, and WILL not, accept any late bids. Late packages WILL NOT be opened or returned.                                                                                                                                                                                                                                                                                                                               |     |
| 6.2    | No fax or electronic transmitted bids WILL be accepted. Bid responses received via Fax WILL REJECT that Vendor from any participation in this bid.                                                                                                                                                                                                                                                                                 |     |
| 6.3    | 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. |     |
| 6.4    | Remember to sign the bid sheet as this is mandatory. Missing signature WILL REJECT.                                                                                                                                                                                                                                                                                                                                                |     |
| 6.5    | Un-readable responses, including an unreadable email address, MAY REJECT.                                                                                                                                                                                                                                                                                                                                                          |     |
| 6.6    | 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.                                                                                                                                                       |     |
| 6.7    | 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  
**GUARDRAIL**

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

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of Guardrail ("Product") shall include the Contractor's bid response to County's Request For Bid # 201803-407 and any applicable addenda which are attached hereto and incorporated herein by reference. Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Product provided under this Agreement shall not exceed the prices as quoted in the attached bid response tables subject to a cap increase cost *range* of 6% to allow for unexpected steel pricing fluctuations. This is an absolute maximum allowed, only by mutual agreement, during the term of this Contract. Also prevailing wage compliance is part of this Agreement per wage order #24 specific to Taney County Missouri. Contractor shall act as the primary supplier and shall furnish Guardrail Products / Services / Installation for the County. Said services will be performed, or products purchased, ongoing- on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur specific to Product, or Services, availability the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date only by order of the County for one year subject to the pricing clauses and delivery clauses as agreed to, and offered by the Contractor's bid response to continue to perform services and/or supply products "as needed". This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201803-407 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when 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.

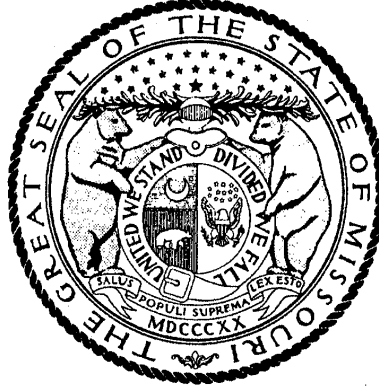
5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.



# 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                                     | 6/17                |   | \$36.56            | 57                 | 7                | \$29.13               |
| Bricklayer and Stone Mason                      | 6/17                |   | \$28.08            | 24                 | 74               | \$16.97               |
| Carpenter                                       | 6/17                |   | \$24.89            | 61                 | 4                | \$16.40               |
| 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                                      | 6/17                |   | \$29.65            | 50                 | 4                | \$29.05               |
| Laborer (Building):                             |                     |   |                    |                    |                  |                       |
| General                                         | 6/17                |   | \$21.54            | 112                | 4                | \$12.23               |
| First Semi-Skilled                              | 6/17                |   | \$23.92            | 112                | 4                | \$12.23               |
| Second Semi-Skilled                             | 6/17                |   | \$22.22            | 112                | 4                | \$12.23               |
| Lather                                          | 6/17                |   | \$24.89            | 61                 | 4                | \$16.40               |
| Linoleum Layer and Cutter                       | 6/17                |   | \$24.79            | 123                | 78               | \$16.40               |
| Marble Mason                                    | 6/17                |   | \$22.24            | 124                | 74               | \$13.05               |
| Marble Finisher                                 | 6/17                |   | \$14.35            | 124                | 74               | \$9.52                |
| Millwright                                      | 6/17                |   | \$24.89            | 61                 | 4                | \$16.40               |
| Operating Engineer                              |                     |   |                    |                    |                  |                       |
| Group I                                         | 6/17                |   | \$26.84            | 84                 | 4                | \$13.04               |
| Group II                                        | 6/17                |   | \$25.05            | 84                 | 4                | \$13.04               |
| Group III                                       | 6/17                |   | \$24.34            | 84                 | 4                | \$13.04               |
| Group III-A                                     | 6/17                |   | \$25.05            | 84                 | 4                | \$13.04               |
| Group IV                                        |                     |   |                    |                    |                  |                       |
| Group V                                         | 6/17                |   | \$16.10            | 84                 | 4                | \$13.04               |
| Painter                                         | 6/17                |   | \$22.42            | 7                  | 14               | \$12.40               |
| Pile Driver                                     | 6/17                |   | \$24.89            | 61                 | 4                | \$16.40               |
| Pipe Fitter                                     |                     |   | \$29.55            | 19                 | 1                | \$14.82               |
| Plasterer                                       |                     |   | \$23.63            | 64                 | 4                | \$11.30               |
| Plumber                                         |                     |   | \$29.55            | 19                 | 1                | \$14.82               |
| Roofer \ Waterproofer                           | 6/17                |   | \$23.05            | 10                 | 2                | \$11.58               |
| Sheet Metal Worker                              |                     |   | \$28.94            | 4                  | 24               | \$14.18               |
| Sprinkler Fitter - Fire Protection              |                     |   | \$34.79            | 33                 | 19               | \$20.17               |
| Terrazzo Worker                                 | 6/17                |   | \$29.55            | 124                | 74               | \$14.76               |
| Terrazzo Finisher                               | 6/17                |   | \$19.22            | 124                | 74               | \$14.76               |
| Tile Setter                                     | 6/17                |   | \$22.24            | 124                | 74               | \$13.05               |
| Tile Finisher                                   | 6/17                |   | \$14.35            | 124                | 74               | \$9.52                |
| Traffic Control Service Driver                  |                     |   | \$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



**REPLACEMENT PAGE  
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.



**REPLACEMENT PAGE  
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.

**REPLACEMENT PAGE  
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 \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 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.

**REPLACEMENT PAGE  
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 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 & 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.

**REPLACEMENT PAGE  
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                                       | 6/17               | \$29.10            | 23                 | 16               | \$16.85               |
| 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                                 | 6/17               | \$24.66            | 4                  | 18               | \$13.27               |
| Skilled Laborer                                 | 6/17               | \$25.21            | 4                  | 18               | \$13.27               |
| Millwright                                      | 6/17               | \$29.10            | 23                 | 16               | \$16.85               |
| Operating Engineer                              |                    |                    |                    |                  |                       |
| Group I                                         | 6/17               | \$31.27            | 5                  | 15               | \$14.05               |
| Group II                                        | 6/17               | \$30.92            | 5                  | 15               | \$14.05               |
| Group III                                       | 6/17               | \$30.72            | 5                  | 15               | \$14.05               |
| Group IV                                        | 6/17               | \$28.67            | 5                  | 15               | \$14.05               |
| Oiler-Driver                                    | 6/17               | \$28.67            | 5                  | 15               | \$14.05               |
| Pile Driver                                     | 6/17               | \$29.10            | 23                 | 16               | \$16.85               |
| Traffic Control Service Driver                  |                    | \$16.35            | 29                 | 28               | \$2.75                |
| Truck Driver-Teamster                           |                    |                    |                    |                  |                       |
| Group I                                         | 6/17               | \$28.84            | 12                 | 3                | \$12.85               |
| Group II                                        | 6/17               | \$29.00            | 12                 | 3                | \$12.85               |
| Group III                                       | 6/17               | \$28.99            | 12                 | 3                | \$12.85               |
| Group IV                                        | 6/17               | \$29.11            | 12                 | 3                | \$12.85               |

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

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

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

**REPLACEMENT PAGE  
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. 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.



**REPLACEMENT PAGE  
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 \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 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.