

# TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Courthouse Flooring Rehabilitation RFP #202405-555

SOLICITATION TYPE:

- () = Full / Formal Bid for Products or Materials ONLY.
  - ) = Full / Formal Bid for Products and Services.
  - ) = Full / Formal Bid for Services ONLY.
- $(\checkmark)$  = Full / Formal Request for Proposals.

() = Full / Formal Request for Qualifications.

# SCHEDULE & DEADLINES:

May 25, 2024 – June 24, 2024

June 17, 2024 at 5 P.M.

June 24, 2024 at 5 P.M.

June 26, 2024 at 9:30 A.M.

Proposal Release Date / Advertising Period

Deadline For Submitting Questions

**Closing Date / Time** 

**Opening Date / Time** 

Responding Vendor / Company Name

City / State

TOTAL BID PRICE: \_\_\_\_\_

SECTION TABLE OF CONTENTS PAGE Cover Sheet. Solicitation Title & Type, Deadlines, Bid Price, and Table of Contents 1 Bid Title, Submission Locations, and Vendor Information Form 2 Introduction & Basic Processing Information 2 Instructions and General Conditions 1 3-6 2 Specifications / Bid Response Pricing 6-8 Standard Terms and Conditions 3 9 4 Final Compliance Checklist / No Bid Response Form 10 Appendix 11-14

| Request for Bid Title:                          | RFP #202405-555 Courthouse Flooring Rehabilitation<br>Taney County, Missouri<br>COURTHOUSE FLOORING REHABILITATION<br>PLEASE MARK YOUR ENVELOPE "SEALED PROPOSAL #202405-555"<br>RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES. |
|---|---|
| Proposal Submission<br>Location / Mail Address: | Taney County Purchasing Department (Second Floor)<br>P. O. Box 1630 (PO Box <u>MUST</u> be used for U.S.P.S .delivery.)<br>132 David St. (Physical Address <u>MUST</u> be used for Courier delivery.)<br>Forsyth, MO 65653        |
| Proposal Opening<br>Location / Address:         | Taney County Commission Hearing Room (Old Courthouse)<br>Forsyth, MO 65653  |

The undersigned certifies their authority to bind this vendor 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."

**Bidder is REQUIRED** to complete, sign and return this form with their submittal to our solicitation as well as <u>initial all pages</u>. \*An authorized signature and email address, printed clearly is mandatory, lack thereof *may* 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<br>Proprietor, Partnership) |          |  |

#### **INTRODUCTION & BASIC PROCESSING INFORMATION:**

Sealed proposals cannot be emailed and must either be delivered by hand, courier, or U.S.P.S. All formal invitations for bid are handled by the Taney County Purchasing Department. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in Section 2. Specifications.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.22 for the process to submit questions.

Section #1 includes instructions, conditions, guidelines, requirements and other key factors. Use a checkmark (✓), in the box adjacent to the section number, in order to acknowledge each of the following items. Any item unchecked in this section, will be considered non-responsive and may be disgualified.

#### Section 1. INSTRUCTIONS AND GENERAL CONDITIONS

#### 1.1

Sealed responses may be submitted to the Taney County Purchasing Office until the solicitation closing date and time indicated herein, subject to Instructions and General Conditions and any special conditions.

# 1.2

Closing: *Sealed Responses* 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 ("U.S.P.S.") WARNING: Because there is no mail delivery service at our offices, we **strongly** discourage use of the U.S.P.S. If electing to use the U.S.P.S., do **NOT** send "return receipt requested." The Post Office only recognizes the P.O. Box address. Other delivery services require the physical address. It is the submitter's responsibility to ensure responses are delivered in a timely fashion to the Purchasing Department. Courier or hand delivery is recommended.

#### 1.4

Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.

#### 1.5

Opening: Proposals will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.

#### 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, 10 or more days, for any reason.

#### 1.7

Withdrawals: Responses may be withdrawn on written request at the address shown 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 RFP number and dates of closing & opening. List the RFP number on the outside surface of the box or envelope and note "*Response to Request for Bid enclosed*" with a return name & address. No fax or electronic transmitted responses will be accepted.

## 1.9

Expenses: This County is not responsible for any expenses, which may be incurred in estimating, inspecting, or preparing information to respond to this solicitation.

# 1.10

Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of *or* from any/all submitter's prior to selection. The County will not be liable for ANY costs incurred in connection with such interviews, presentations, or inspections.

## 1.11

Proposal Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.

#### 1.12

Proposal 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.

#### 1.13

Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.

#### 1.14

Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, 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 to the requesting department - not Purchasing.

#### 1.15

Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.

#### 1.16

Any award agreement shall take effect upon the approval by the Taney County Commission.

# 1.17

Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.

#### 1.18

Direct Email Address: An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors. Please do not call for results.

# 1.19

Results are always posted at: <u>www.taneycounty.org</u>

#### 1.20

All questions for this solicitation must be submitted by the time indicated on page 1. Questions must be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at: nikki.lawrence@taneycountymo.gov

# 1.21

If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications.

#### 1.22

Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.

### 1.23

Addenda are valid only if in writing and issued by the Taney County Purchasing Department.

### 1.24

Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Proposal Invitation email or had made email contact during the open questioning timeframe.

#### 1.25

When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.

#### 1.26

Any necessary Addendum will be posted on the Taney County website with the original solicitation. An indication will be in red and placed at the end of the affected proposal.

#### 1.27

Award of Contract: Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor 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 vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.

#### 1.28

Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFP and response. The RFP and response documents submitted will become a part of any contract award as a result of this solicitation. These signed documents will be binding. All pages shall be initialed where the document denotes "Initials: \_\_\_\_\_" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.

#### 1.29

Response Content: In order to enable direct comparison of competing responses, they must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in the 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."

#### 1.30

Advice of Award: The County's Responses, Proposal Tabulations, and Proposal Award information may be viewed on our website at <u>www.taneycounty.org</u>. (Purchasing Department Page.) If a Vendor wants a copy of the proposal tabulation they must include a direct email address, not website, in order to receive results.

#### 1.31

Response Clarification: The County reserves the right to request additional written or oral information in order to obtain clarification of responses.

#### 1.32

Rejection or Correction of 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 the County's discretion whenever it is determined to be in the best interest of Taney County, Missouri.

#### 1.33

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.

#### 1.34

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

#### 1.35

Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure 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) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

#### Section 2. SPECIFICATIONS

The Taney County Purchasing Department will accept and review responses to this RFP in an effort to provide:

The removal of existing and installation of new flooring in the Administrative Courthouse, located at 132 David Street, Forsyth, Missouri 65653. Inclusive of all items necessary for the complete rehabilitation of specific common areas and select offices totaling 8035 square feet. This is Phase One of this project. Items shall be proposed by separate item classification, i.e. supplies, materials, labor, services, installation,

For questions concerning the below listed specifications, or any other technical questions, please feel free to contact:

Department Contacts: Scott Terpening, Supervisor Taney County Buildings & Grounds 417-251-3221 (cell)

#### scott.terpening@taneycountymo.gov

**Please check (\checkmark) off the appropriate box to indicate compliance** with the specifications. The County will always look for 100% COMPLIANCE. These "SPECIFICATIONS" and "STANDARD TERMS AND CONDITIONS" are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All "D" check ( $\checkmark$ ) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

#### C = Comply with item. (In some cases this will serve as a simple acknowledgement.) D = Do not / cannot comply with item.

| С | D |      |   |
|---|---|------|---|
|   |   | 2.1  | Proposal shall include detailed itemized classifications for Luxury Vinyl Tile (LVT), LVP pressure adhesive, cove base & glue, floor patch, stair tread & adhesive and any other supplies deemed necessary for completion. Additional options accepted to be determined. (i.e. supplies, materials, labor, installation, removal)   |
|   |   | 2.2  | Contractor will be responsible for proper product installation, including removal of existing flooring, preparation for new flooring  |
|   |   | 2.3  | Awarded contractor shall normally engaged in this type of work and shall have three (3) years minimum documented experience in commercial installation.   |
|   |   | 2.4  | Total square footage is approximately 8,035.  |
|   |   | 2.5  | Cooperate and coordinate fully with the County's efforts and shall not act in any manner, which is in conflict with this. Buildings & Grounds staff will be present during work times required outside of working business hours of 8am – 5pm Monday through Friday.  |
|   |   | 2.6  | Contractor shall be responsible for all clean-up of area daily.   |
|   |   | 2.7  | Shall be responsible for any damage to the site caused by the proposer's personnel or equipment.  |
|   |   | 2.8  | Pricing information shall be supplied by Contractor.  |
|   |   | 2.9  | This RFP requires a <u>Mandatory Pre-Bid Inspection</u> of the applicable County facility, Taney<br>County Courthouse, to be scheduled one at a time per Vendor with Scott Terpening, Buildings &<br>Grounds Supervisor. A mandatory inspection verification form will be available / completed at the<br>time of the inspection. This form MUST be delivered to the Purchasing Department by the Buildings<br>& Grounds Supervisor prior to the bid closing date and time. |
|   | _ | 2.10 | All work completed / provided on County property, by non-County employees, MUST Comply with Prevailing Wage requirements. (State of Missouri Annual Wage Order #31 specific to Taney County, as available on the Taney County Purchasing Department home page – as well as included at the end of this full Proposal Package.)  |
|   |   | 2.11 | Physical location is: 132 David Street, Forsyth, Missouri 65653.  |
|   |   | 2.12 | MANDATORY: Specific bid pricing MUST be listed using the table on the cover page of this bid. A check mark here in the "C" column acknowledges pricing has been added accordingly to the cover page as required.  |
|   | _ | 2.13 | Response time/delivery: (After Receipt of Order.)   |
|   |   |      |   |

NOTE: Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice.

Bidder's Initials

RFP #202405-555 Courthouse Flooring Rehabilitation Taney County, Missouri

#### 3. STANDARD TERMS AND CONDITIONS

- C D 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.
  - \_ \_ \_ 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.
- \_\_\_\_\_ 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFP or response.
- \_\_\_\_\_ 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Proposal.
- \_\_\_\_\_ 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name.
- \_ \_ \_ 3.6 The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers the most advantageous to the County. Taney County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- \_ \_ 3.7 Bidders must use the proposal forms provided, must return the completed proposal and proposal sheets, provide the unit price, quantity and extended totals, and sign the proposal.
- \_ \_\_\_ 3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- \_ \_\_\_\_ 3.9 The delivery date shall be identified by specific date, unless otherwise indicated.
  - 3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
  - 3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should b directed to the Purchasing Department.
    - 3.12 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
    - 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification.
  - 3.14 <u>Cooperative Procurement:</u> The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Taney County, Missouri. Yes\_\_\_\_\_ No\_\_\_\_\_

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#### 4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to insure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with <u>all</u> of the below listed requirements or it may <u>not</u> be included for consideration. <u>Use a checkmark ( $\checkmark$ ) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disgualified.</u> Please call or email me with any questions pertaining to these requirements or any other written instructions.

Nikki Lawrence, Director of Purchasing

Office: 417-546-7281 / FAX: 417-546-3931 nikki.lawrence@taneycountymo.gov

 $(\checkmark)$  = Acknowledge intent to comply with the following item:

| ITEM<br># | FINAL COMPLIANCE CHECKLIST   | <b>(</b> √) |
|-----------|--|-------------|
| 6.1       | The County will not accept any late proposals. Late packages will not be opened or returned.   |             |
| 6.2       | No fax or electronic transmitted proposals will be accepted.   |             |
| 6.3       | Please include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent post-award Agreement. |             |
| 6.4       | Remember to sign the mandatory proposal sheet. Missing signatures <u>WILL</u> disqualify.  |             |
| 6.5       | Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.  |             |
| 6.6       | Submit the original bid response plus three complete copies of the bid response. Please indicate copies versus original. One sided copies <u>ONLY - no</u> double-sided responses.   |             |
| 6.7       | ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.   |             |

<u>NO BID RESPONSE FORM:</u> Completion of this form is optional and is included within solicitations as an additional tool to improve future solicitation processes. If you, or your company, have decided not to participate and *not* offer a proposal, please complete the below form and return it to the Purchasing Department by email.

RFB #202405-555 Courthouse Flooring Rehabilitation

| Business Name:          |   |
|-------------------------|---|
| Address:                |   |
| Telephone:              |   |
| Contact Person:         |   |
| Date:                   |   |
| Reason(s) for not S     | Submitting:   |
|                         |   |
|                         |   |
| Would you like to be re | moved from our list(s) for future proposals/bids? (Yes orNo.) |
| ****                    | *****   |



#### TANEY COUNTY MISSOURI PURCHASING DEPARTMENT

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

Nikki Lawrence, Director of Purchasing

Phone: 417-546-7281 / FAX: 417-546-3931 nikki.lawrence@taneycountymo.gov

### **INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

#### https://www.e-verify.gov/employees/e-verify-overview

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

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

#### COUNTY OF TANEY - MISSOURI WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$6,000.00)

| County of | )   |   |
|-----------|-----|---|
|           | )ss |   |
| State of  |     | ) |

My name is \_\_\_\_\_\_. I am an authorized agent of \_\_\_\_\_\_

\_\_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.** 

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

|  | Affiant       | Date |
|--|---------------|------|
|  | Printed Name  |      |
| Subscribed and sworn to before me this | day of        | , 20 |
|  | Notary Public |      |
|  |               |      |

# AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

| Before me, the undersigned N   | otary Public, in an  | d for the Cour                                    | nty of   |   |  |
|--|--|---|--|---|--|
| State of   | tate of, personally came and appeared (name and title)                             |   |  |   |  |
| of the (name of company)   |  |   |  | pany)   |  |
|  |  | (a corpora  | ation) (a par  | tnership) (                                     | (a proprietorship)   |
| and after being duly sworn did<br>Chapter 290 Sections 290.210<br>to the payment of wages to we<br>there has been no exception to<br>requirements and with Wage I<br>Standards on the<br>connection with | ) through and inclu<br>orkmen employed<br>o the full and comp<br>Determination NO. | uding 290.340<br>on public work<br>plete complian | Missouri R<br>s projects h<br>ce with saic<br>issued b | evised Stanave been<br>provision<br>y the Divis | atutes, pertaining<br>fully satisfied and<br>is and<br>sion of Labor |
| (name of project)  |  | located   | d at   |   |  |
| (name of institution)  |  | in  |  |   | County,  |
| Missouri and completed on the  | €  | day of  |  | , 20  |  |
| Signature  |  | _   |  |   |  |
| Subscribed and sworn to me t   | his  |   | day of   |   | _, 20  |
| My commission expires  |  |   | , 20   | _·  |  |
|  |  |   |  |   |  |
| Notary Public  |  |   |  |   |  |

#### AFFIDAVIT OF COMPLIANCE WITH OSHA TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo (FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

| County of )                            |   |                                     |                              |
|--|---|-------------------------------------|------------------------------|
| State of )                             |   |                                     |                              |
|  | m aware of the req<br>for those working o<br>ere has been no ex<br>ired OSHA training | ception to the full and complete co | ut in<br>of said<br>mpliance |
| NAME OF PROJECT:                       |   |                                     |                              |
|  | Affiant   | Date                                |                              |
|  | Printed Name  |                                     |                              |
| Subscribed and sworn to before me this | s day of  | , 20                                |                              |
|  |   | <u> </u>                            |                              |

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

# Missouri

# **Division of Labor Standards**

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

# 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 Todd Smith, Director Division of Labor Standards

Filed With Secretary of State:

March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

# Building Construction Rates for TANEY County

|                              | **Prevailing |
|------------------------------|--------------|
|                              | Hourly       |
| OCCUPATIONAL TITLE           | Rate         |
|                              |              |
| Asbestos Worker              | \$30.43      |
| Boilermaker                  | \$23.46*     |
| Bricklayer-Stone Mason       | \$23.46*     |
| Carpenter                    | \$49.28      |
| Lather                       |              |
| Linoleum Layer               |              |
| Millwright                   |              |
| Pile Driver                  |              |
| Cement Mason                 | \$39.70      |
| Plasterer                    |              |
| Communication Technician     | \$23.46*     |
| Electrician (Inside Wireman) | \$43.31      |
| Electrician Outside Lineman  | \$23.46*     |
| Lineman Operator             |              |
| Lineman - Tree Trimmer       |              |
| Groundman                    |              |
| Groundman - Tree Trimmer     |              |
| Elevator Constructor         | \$23.46*     |
| Glazier                      | \$23.46*     |
| Ironworker                   | \$66.68      |
| Laborer                      | \$39.56      |
| General Laborer              | \$39.50      |
| First Semi-Skilled           |              |
| Second Semi-Skilled          |              |
|                              | \$23.46*     |
| Mason<br>Marble Mason        | \$23.40      |
| Marble Finisher              |              |
|                              |              |
| Terrazzo Worker              |              |
| Terrazzo Finisher            |              |
| Tile Setter                  |              |
| Tile Finisher                |              |
| Operating Engineer           | \$52.35      |
| Group I                      |              |
| Group II                     |              |
| Group III                    |              |
| Group III-A                  |              |
| Group IV                     |              |
| Group V                      |              |
| Painter                      | \$23.46*     |
| Plumber                      | \$55.03      |
| Pipe Fitter                  |              |
| Roofer                       | \$23.46*     |
| Sheet Metal Worker           | \$50.07      |
| Sprinkler Fitter             | \$66.72      |
| Truck Driver                 | \$23.46*     |
| Truck Control Service Driver |              |
| Group I                      |              |
| Group II                     |              |
| Group III                    |              |
|                              |              |

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\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center. \*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

#### Heavy Construction Rates for TANEY County

|                               | **Prevailing |
|-------------------------------|--------------|
| OCCUPATIONAL TITLE            | Hourly       |
|                               | Rate         |
| Carpenter                     | \$53.25      |
| Millwright                    |              |
| Pile Driver                   |              |
| Electrician (Outside Lineman) | \$23.46*     |
| Lineman Operator              |              |
| Lineman - Tree Trimmer        |              |
| Groundman                     |              |
| Groundman - Tree Trimmer      |              |
| Laborer                       | \$43.88      |
| General Laborer               |              |
| Skilled Laborer               |              |
| Operating Engineer            | \$52.25      |
| Group I                       |              |
| Group II                      |              |
| Group III                     |              |
| Group IV                      |              |
| Truck Driver                  | \$23.46*     |
| Truck Control Service Driver  |              |
| Group I                       |              |
| Group II                      |              |
| Group III                     |              |
| Group IV                      |              |

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.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

# OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

# HOLIDAYS

January first; The last Monday in May; July fourth; The first Monday in September; November eleventh; The fourth Thursday in November; and December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.