



Missouri State University
W E S T P L A I N S

BUSINESS AND SUPPORT SERVICES

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**Request for Proposals
for
FY20 Job Order Contracting Services –
West Plains Campus**

PROJECT NUMBER: 202001-001
April 30, 2019

NOTICE TO PROPOSERS

Sealed proposals for **FY20 JOB ORDER CONTRACTING SERVICES – WEST PLAINS CAMPUS** will be received at the Office of Business and Support Services, Kellett Hall, West Plains, Missouri, until **2:00 PM, May 21, 2019** and then publicly opened and read aloud. A certified check, bank draft or a bid bond executed by the bidder and an approved Surety Company in the amount of Five Thousand and 00/100ths (\$5,000.00) shall be submitted with each proposal.

Contract Documents can be secured from the Office of Business and Support upon receipt of a **\$25.00** refundable deposit for documents returned within thirty days from date proposals are due. All sets of specifications requested other than in person will be mailed.

The Owner reserves the right to reject any and all proposals and to waive all informalities in said proposals. No proposal may be withdrawn for a period of sixty (60) days subsequent to the specified time of the receipt of proposals.

By virtue of Statutory authority a preference will be given to Missouri Labor and to products of mines, forests and quarries of the State of Missouri when they are found in marketable quantities in the State, and all such materials shall be of the best quality and suitable character and can be obtained at reasonable market prices, all as provided for in Section 8.280, RSMo 1978.

Attention of proposers is particularly called to the requirements as to the conditions of employment to be observed. Proposers must agree to comply with prevailing wage rate provisions and other statutory regulations as referred to in the specifications.

Clif Smart, President
Missouri State University

THERE WILL BE NO PRE-BID MEETING FOR THIS PROJECT.

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INSTRUCTIONS TO PROPOSERS

ARTICLE 1 – SPECIAL NOTICE TO PROPOSERS

A. These Specifications have bound hereto a complete set of bidding and contract forms. One complete signed set of proposal forms as detailed in the Proposal Forms Article shall be submitted in a sealed envelope plainly marked identifying the project and the Proposer.

ARTICLE 2 – PROPOSAL FORMS

A. Submission of a proposal shall constitute acceptance by the Proposer of the terms and conditions set forth in this request. All responses to this Request for Proposal shall include completion of the Proposal form:

- (1) All proposals shall be submitted without modification or reservation on the proposal form with each space properly filled. Proposals not on this form will be rejected.
- (2) No Proposer shall stipulate in their proposal any conditions not contained in the specifications or standard proposal form contained in the Contract Documents. Such submission may be cause for rejection of proposal.
- (3) In the event of discrepancies in the proposal form, the written words will take precedence over the numeric presentation of the proposal.
- (4) The Proposer shall provide multipliers as requested for the different portions of work shown. The multiplier shall be a number and it will be multiplied against the stated numbers. For example, if a multiplier of 1.55 is provided on the proposal for a certain category that has \$100.00 as its base, the result of the multiplier would make the cost to the University \$155.00 (\$100.00 x 1.55). A multiplier of 3.0 based on the same base would make the cost to be \$300.00.
- (5) The Proposer should provide the cost to provide a Form of Performance and Payment Bond with their proposal. This cost may be billed to the University after award of the Agreement and after it is successfully supplied to the University.

B. The Proposer should provide answers to all questions asked in the Statement of Qualifications, a copy of which follows in Appendix A. Please follow the format and the order as listed in the Statement of Qualifications. This will allow a standard basis for evaluation. Failure to follow the instructions regarding format and order may result in rejection of the proposal. Any incomplete or improperly filled out proposals will not be considered. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Owner all such additional information and data for this purpose as requested. The right is reserved to reject any proposals where an investigation or consideration of the information submitted by such Proposer does not satisfy the Owner that the Proposer is qualified to carry out properly the terms of the Contract Documents.

C. The Proposer shall include the following proposal forms at the time of proposal submission (See Appendix A). Failure to do so may be cause for rejection of proposal. Please provide one (1) original and one (1) additional copy of the proposal forms. The Proposer shall mark the copies to differentiate them from the original.

- Signed Proposal
- Proposal Guaranty
- Statement of Qualifications
- Certificate for Affirmative Action
- Affidavit of Compliance with Section 285.530, RSMo

D. The proposal forms shall be enclosed within a **sealed envelope marked as follows** so as to guard against opening prior to the time set therefore. Any proposal documents mailed shall be sealed within two envelopes (outer and inner) with the outer envelope properly addressed for this proposal opening and with the inner envelope sealed and clearly labeled as marked below.

**Proposal for FY20 Job Order Contracting Services
Missouri State University – West Plains**

The name of the proposer

E. Proposals may be hand delivered to the Office of Business and Support Services at Kellett Hall, 905 West Main Street, West Plains, MO 65775 or mailed to 128 Garfield Avenue, West Plains, MO 65775. No telephonic, telegraphic, electronic mail, facsimile (FAX), or similar proposal transmissions will be accepted or allowed. Copies of forms may be made but **original signatures** must be on the forms submitted to Planning, Design & Construction at the time of the submission of the proposal. **Proposers must sign all forms and it is encouraged that a color other than black ink be used.** Any modifications to proposals shall be made as set forth in the Modifications and Withdrawal of Proposals article.

F. The Owner reserves the right to waive any informality in the proposals and to reject any or all of the proposals.

ARTICLE 3 – INTERPRETATIONS

A. No oral interpretations will be made to any Proposer as to the meaning of the Contract Documents. Every request for any interpretations shall be made in writing and addressed and forwarded to the Office of Business and Support Services. Every interpretation made to a Proposer will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom specifications have been issued. All such addenda shall become part of the Contract Documents.

ARTICLE 4 – PROPOSAL GUARANTY

A. Each proposal must be accompanied by an original Proposal Guaranty which shall be in the amount of Five Thousand and 00/100ths (\$5,000.00), and at the option of the Proposer may be a certified check or a bid bond issued by a qualified and approved bonding company. **NO PROPOSAL WILL BE CONSIDERED UNLESS IT IS SO GUARANTEED AND MANUALLY SIGNED BY BOTH A PRINCIPAL OF THE CONSTRUCTION CORPORATION OR COMPANY AS WELL AS THE SURETY SUPPLYING THE GUARANTY.** If signed by Attorney in-Fact there shall be attached to the guaranty, a Power of Attorney evidencing authority to sign the guaranty. Certified checks must be made payable to the order of the Board of Governors, Missouri State University. **CASH DEPOSITS, PERSONAL OR COMPANY CHECKS WILL NOT BE ACCEPTED AS A PROPOSAL GUARANTY.** Proposal security is required as a guarantee that Proposer will enter into a written Agreement and furnish a Performance and Payment Bond within the time and in form as specified in these specifications; and if successful Proposer fails to do so, the proposal security will be realized upon or retained by the Owner.

B. The Proposer must submit a separate Proposal Guaranty to cover each proposal submitted.

C. In case the Proposal Guaranty is in the form of a certified check, the Owner may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks may be held uncollected at the Proposer's risk. Certified checks of unsuccessful Proposers will be returned as soon as an Agreement has been executed and an acceptable Performance and Payment Bond has been furnished.

D. The Proposal Guaranty submitted by the Proposer shall remain in force until such time as the Proposer is not awarded the Agreement, or if awarded, submits the required Performance and Payment Bond. Failure to submit the Performance and Payment Bond within the time specified or failure to accept award of the Agreement shall be deemed sufficient cause to forfeit the Proposal Guaranty.

E. It is specifically understood that the proposal security is a guarantee and shall not be considered as liquidated damages for failure of Proposer to execute and deliver their Agreement and Performance and Payment Bond, nor limit or fix Proposer's liability to Owner for any damages sustained because of failure to execute and deliver the required Agreement and Performance and Payment Bond.

ARTICLE 5 – CORRECTIONS

A. The completed forms shall be without interlineations, alterations or erasures. If Proposer desires, he may request additional copies of forms.

ARTICLE 6 – APPROVED EQUAL AND SUBSTITUTION POLICY

A. Any request for substitutions by the Proposer, or on the behalf of any subcontractor or material supplier, shall be submitted on the attached Request for Substitution form in Appendix A following this section. Requests for substitution shall be submitted within the time limits as specified on the Request for Substitution form.

B. Whenever in any of the Contract Documents any article, appliance, device or material is designated by the name of the manufacturer or vendor or by any proprietary or trade name, standard products of manufacturers other than those specified will be accepted if approved as an “acceptable substitution” as per the terms of this article. It must be proven to the satisfaction of the Consultant and/or Owner that they are acceptable in design, strength, durability, usefulness and convenience for the purpose intended.

C. The Proposer may request at their option use of any article, device, product, or material that in the judgment of the Consultant and/or Owner is an “acceptable substitution” in all respects to that named. Any changes required in the details and dimensions indicated in the Contract Documents for the substitution of products other than those called for shall be properly made as approved by the Consultant and/or Owner at the expense of those requesting the substitution or change.

D. Approval for an “acceptable substitution” shall be issued in the form of an addendum and as per this Article shall constitute approval for use in the project of the product.

E. An “acceptable substitution” requested after the award of a project shall be approved if proven to the satisfaction of the Consultant and/or Owner that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Consultant and Owner. In the event the Contractor desires to substitute any article device, product, material, or fixture, for that specified after award of Proposal, the Contractor should submit a request for such substitutions in writing to the Consultant and/or Owner prior to the approval of shop drawing submittal for such product. Thereafter no consideration will be given to alternate forms of accomplishing the work.

ARTICLE 7 – TIME FOR RECEIVING PROPOSALS

A. The time and location for receiving proposals shall be as noted in the attached Notice to Contractors.

B. Proposals received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to receive proposals will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will attach to any officer for the premature opening of a proposal not properly addressed and identified.

C. Proposers are cautioned to allow ample time for transmittal of proposals by mail or otherwise. If a proposal is mailed, Proposers should secure correct information relative to the probable time of arrival and distribution of mail at the place where proposals are to be received, and make due allowance for possible delays.

D. Proposer's attention is directed to the fact that no proposal will be accepted or considered if submitted after the specified time for receiving proposal.

ARTICLE 8 – MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

A. Modifications or corrections of previously submitted proposals may only be submitted by letter, telegram, facsimile (FAX), or in person prior to the time scheduled for the receipt of proposals. Modifications or corrections must be clearly marked with proposal date, project title, and received by the Owner prior to the scheduled closing time for the receipt of proposals in accordance with the following provisions:

- (1) To maintain proposal confidentiality and insure assignment to the proper proposal, any such written request must be contained in a sealed envelope that is plainly marked "Modification of proposal on (Project Title and proposal date)."
- (2) Telegrams or facsimile (FAX) transmission must be received in written form prior to the proposal opening time. Since telegrams or facsimiles cannot be marked as described in item (1) above, the modification or correction instruction should be written to protect the confidential nature of the proposal. Modification or correction shall be to the proposal previously submitted and not a new proposal. For example, "Decrease the material multiplier amount by 1.0", not "Change the material multiplier to 2.5". The telegram or facsimile must identify the project name and number and the Proposer and their phone number.
- (3) All modifications to proposals shall be provided from a verifiable source of those submitting the proposal.

B. Proposer may withdraw their proposal at any time prior to the scheduled closing time for the receipt of proposals, but no Proposer may withdraw their proposal after the closing time for the receipt of proposals. Request to withdraw proposal must be made prior to the time set for the receipt of proposals and must be done in a verifiable manor. Request to withdraw must be made in sufficient time to allow for any verification that may be needed prior to the time set for the receipt of proposals.

ARTICLE 9 – PROPOSAL OPENING

A. A selection committee will review the responses received by the University. These responses will be reviewed based on the qualifications, ability, past performance, familiarity with the area, and cost for the requested services. The weighting criteria used to evaluate the proposals will be as determined by the selection committee.

B. The University will not return any proposals that are submitted.

ARTICLE 10 – AWARD OF AGREEMENT - REJECTION OF PROPOSALS

A. An Agreement will be awarded to the lowest, responsive, responsible Proposer complying with the conditions of the Contract Documents, providing the proposal is reasonable and it is in the interest of the Owner to accept same. The Proposer to whom an award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all proposals and to waive any or all informalities in proposals received whenever such rejection or waiver is in the interest of the Owner.

B. In awarding the Agreement, Owner may take into consideration the ability to promptly handle the additional work, skill, facilities, capacity, experience, ability, responsibility, previous experience and work of the Proposer on University projects along with projects for others and financial standing of Proposer; quality, efficiency and construction of equipment proposed to be furnished; period of time within which equipment is proposed to be furnished and delivered; and necessity of prompt and efficient completion of work herein described. Inability of any Proposer to meet the requirements mentioned above may be cause for rejection of their proposal.

C. The successful Proposer shall execute the Agreement with the Owner in the form of the Agreement included in Appendix B in such number of counterparts as the Owner may request.

ARTICLE 11 – PERFORMANCE AND PAYMENT BOND

A. The Form of Performance and Payment Bond included in Appendix B shall be furnished with the executed Agreement and delivered by the successful Proposer within ten (10) calendar days after the receipt by the successful Proposer of Notice of Award by the Owner. All bonds shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by Agreement. Section 290.250 RSMo (2010). The cost for such bond should be identified on the Proposal form as noted. With the award of the Agreement and receipt of this bond, the Proposer may bill for the direct cost. The amount of this bond will not be included in the overall maximum limit of this Agreement for the year.

ARTICLE 12 – CONTRACTOR’S INSURANCE

A. Insurance requirements will be required on a per project, individual project basis for all work awarded under this Agreement. Requirements to be met are as stated in the Contractor’s Insurance article found within the General Conditions.

ARTICLE 13 – AGREEMENT RENEWAL

A. This Agreement shall have four (4) renewal periods for the subsequent following fiscal years for Missouri State University (FY21 – July 1, 2020 through June 30, 2021, FY22 – July 1, 2021 through June 30, 2022, FY23 – July 1, 2022 through June 30, 2023, and FY24 – July 1, 2023 through June 30, 2024). The renewals will be at the Owner’s sole option for acceptance and renewal.

B. At the beginning of each subsequent fiscal year (July 1, 2020, July 1, 2021, July 1, 2022, and July 1, 2023) a new, revised wage order will be provided to the successful Contractor. With the issuance of a Notice of Award for the renewal periods, the Contractor will apply the multipliers noted on the proposal form to the revised wage orders. Those subsequent wage orders will be valid until replaced by a subsequent wage order provided to the Contractor.

C. There will be no adjustment to the multipliers provided on the proposal form during the renewal years since these multipliers are a mark-up over published wage rates. The increase or inflation in the cost of materials for the renewal periods will also include the multipliers provided on the proposal form.

D. As long as the Contractor receives a Notice to Proceed for a project within the one-year time limit of this contract, the Contractor will be allowed to complete such work.

E. At the beginning of each renewal period and upon the Notice of Award indicating the renewal of the Agreement, the Contractor shall supply a Performance and Payment Bond as outlined in the Performance and Payment Bond article within the Instructions to Proposers. If this Agreement is awarded and renewed for each of the four renewal periods, the Owner will require a total of five (5) Performance and Payment Bonds.

ARTICLE 14 – SEPARATE AGREEMENTS

A. Proposers are directed to note that the Owner reserves the right to let other Agreements in connection with this work. The Contractor must agree to afford other contractors reasonable opportunity for the introduction and storage of materials and execution of their work and shall cooperate with such other contractors to properly connect and coordinate their work with theirs. The Contractor must agree to do their work at the times and in accordance with the written instructions of the Owner.

ARTICLE 15 – EMPLOYMENT OF UNAUTHORIZED ALIENS

A. The Contractor shall comply with all the provisions of Section 285.530, RSMo, for all services in excess of \$5,000.00.

B. The Contractor shall only utilize personnel authorized to work within the United States and in the State of Missouri in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act. Proposer shall complete and return the Affidavit for Compliance with Section 285.530, RSMo., included in Appendix A, **and provide documentation evidencing current enrollment in a federal work authorization program**, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding. The required documentation must be from the federal work authorization program provider. E-verify, <http://www.dhs.gov/everify>, is a FREE internet-based federal work authorization program operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services.

C. The Proposer shall affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Proposer further certifies that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

D. If the Contractor is found to be in violation of this requirement or the applicable laws of the state or federal laws and regulations, and if Missouri State University has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to terminate the Agreement immediately without penalty or recourse and suspend or debar the Contractor from doing business with the University.

E. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

ARTICLE 16 – OSHA REQUIRED SAFETY TRAINING MANDATE

A. OSHA Program Requirements

- (1) Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such construction projects. Any employee found on work site without documentation of the successful completion of the required training shall be afforded 20 days to produce such documentation before being subject to removal from the project.
- (2) The Contractor shall forfeit as a penalty the sum of two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- (3) This provision is subject to, and Contractor shall comply with all requirements of Section 292.675 RSMo.

APPENDIX A – PROPOSAL SUBMISSION FORMS

Copies of these forms may be made but **original signatures** must be on the forms submitted to the Office of Business and Support Services at the time of the submission of the Proposal. Forms can be accessed and filled out electronically from our website at www.design.missouristate.edu.

Proposal

Statement of Qualifications

Certificate for Affirmative Action

Affidavit for Compliance with Section 285.530, RSMo (For Agreements over \$5,000)

Request for Substitution

PROPOSAL

1. The undersigned, having examined and being familiar with the local conditions affecting the construction of the work and with the Contract Documents as issued by the Office of Business and Support Services, Missouri State University – West Plains hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion, in a workmanlike manner, of all work for **FY20 JOB ORDER CONTRACTING SERVICES**, Missouri State University – West Plains, West Plains, Missouri, all in accordance with the aforementioned documents for:

Wage Rate Multiplier:

The Wage Rate Multiplier for Howell County shall be _____.

The Wage Rate Multiplier for Wright County shall be _____.

Material Multiplier:

The Material Multiplier to be applied to actual material costs shall be _____.

Equipment Rental Multiplier:

The Equipment Rental Multiplier to be applied to equipment rentals shall be _____.

Overhead and Profit Percentage:

The overhead and profit multiplier to be applied to a project shall be _____.

Performance and Payment Bond

The cost to supply the Performance and Payment Bond as required.

The sum of _____ Dollars (\$_____).

2. In submitting this proposal, it is understood that the right is reserved by the Owner to reject any and all proposals, and it is agreed that the proposals may not be withdrawn for a period of sixty (60) days after the specified time for receiving proposals.

3. The undersigned agrees to accept an award for the Agreement for work above and shall begin the work within ten (10) calendar days after notice to proceed is received as defined in the Contract Documents.

Dated this _____ day of _____, 20_____.

Name of Organization

By (Type or Print)

Title

Signature

Proposer acknowledged receipt of the following addenda:

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____;
Addendum No. _____, Dated _____; Addendum No. _____, Dated _____.

STATEMENT OF QUALIFICATIONS

GENERAL

In order to evaluate each firm's qualifications and capacity to perform the required services on this project, it is asked that you respond to the following in the order presented. The proposal should display clearly and accurately reflect the qualifications, experience, knowledge, ability, and capacity of the proposer to meet the requirements of this Request for Proposals.

REQUIRED CONTENT OF SUBMITTAL

The proposal should be fully self-contained and include the following information:

Experience

1. Please describe your firm's general experience as it pertains to the primary trade required under this Agreement. Include the length of time the firm has been in service and the length of time the firm has been under its current management.
2. Please describe your firm's experience with projects up to \$100,000.00 in value that involve the repair or replacement of existing systems as required by this Agreement.
3. Please describe your firm's experience with in making repairs or replacing systems in facilities while the facility is occupied and in use. Provide examples that illustrate how you worked with the owner to accomplish the work in a reasonable time frame with minimal impact on the owner's use of the facility.
4. Describe your firm's experience with projecting complete costs for the actual repair or replacement work prior to the start of a project. Show comparisons of initial estimates with the final costs.
5. Describe your firms' experience with working in a university setting or similar surroundings.
6. Provide a listing of projects showing your experience with state universities and or public owners.
7. Please list the name of the person that will be assigned to manage or coordinate this project and their duties. In addition, please describe their experience and ability to provide the necessary services for this project.

Ability

1. Please describe your firm's ability to perform the type of work being requested?
2. What is your firm's current workload?
3. Please describe your firm's process for quality control during the construction process.
4. Describe your firm's successful management systems that have been employed for the purposes of estimating, scheduling and cost controls. Emphasize your ability to work with sub-contractors and suppliers with respect to keeping schedules.
5. Please describe your firm's record keeping process during the construction of the project.
6. Demonstrate your firm's financial ability to complete this Agreement.

Past Performance

1. Please provide a list of the last five (5) repair or replacement projects your firm has completed with a value of \$100,000.00 or less. Please include in this list the name of the project, its location, the cost, and when it was completed. Please provide a contact name and phone number of the owner of this project that the University may contact about this project.
2. Please provide a list of the last five (5) significant projects your firm has constructed. Please include in this list the name of the project, its location, the cost, and when it was completed. Please provide a contact name and phone number for the owner of this project that the University may contact about this project.
3. Provide references that are familiar with your firm’s capabilities. These references should be knowledgeable with your firm’s ability to meet schedules, control costs, quality of work, and follow-through following the completion of the construction. List as many references as you may feel necessary to show your firm’s past performance. Please provide the names, title of the position they hold along with the address and phone number of this person. These references may be contacted for further information. Include references with public agencies.

Familiarity with the Area

1. State your proximity of your firm’s office to Missouri State University and your firm’s related ability to service the project.
2. Describe your familiarity and experience with sub-contractors, suppliers, and the construction forces in southwest Missouri.
3. Is your firm licensed in the City of West Plains?

Firm Information

1. Please list contact name with a telephone number for your firm concerning this project.

The undersigned hereby authorizes the release of any information requested by Missouri State University, its agents or representatives, to verify the stated financial information, including confidential financial information held by any financial institution, and hereby releases Missouri State University, its officers and agents, from any liability arising from attempted verification of information in this Statement of Qualifications.

Dated at _____ this _____ day of _____ 20_____.

Name of Organization

By

Title

Signature

CERTIFICATE FOR AFFIRMATIVE ACTION

State of _____)

County of _____)

_____ first being duly sworn on his/her oath states: that he/she is the (sole proprietor, partner, or officer) of _____ (hereinafter "Contractor"), and such Contractor is duly authorized to make this affidavit on behalf of said Contractor; that under the contract known as " _____ " Project No. _____ less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in the General Conditions of Missouri State University have been met (if applicable).

I further certify that Contractor (has _____) (has not _____) participated in previous contracts subject to a similar equal employment opportunity clause; and (has _____) (has not _____) filed all Affirmative Action Reports due with the EEOC.
check appropriate
check appropriate

I further certify that Contractor does not and will not maintain any segregated facilities for its employees, or permit his employees to perform services in a location under his control where segregated facilities are maintained, and will obtain such certifications prior to the award of non-exempt subcontracts.

Signature

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

My Commission expires _____, 20____.

Notary Public

**AFFIDAVIT FOR COMPLIANCE WITH SECTION 285.530, RSMO
(For Agreements over \$5,000.00)**

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

of _____ personally came and appeared _____,
(Name)

_____ of the _____
(Position) *(Name of Company)*

a (corporation) (partnership) (proprietorship) in carrying out the contract and work in connection with

(Name of Project)

located at Missouri State University, after being duly sworn did depose and say:

- (1) That said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.530 RSMo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

(Signature)

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

My Commission expires _____, 20____.

(Notary Public)

REQUEST FOR SUBSTITUTION

CHECK THE APPROPRIATE BOX:

- Substitution PRIOR to bid opening**
(Submit a minimum of seven (7) calendar days prior to the time established for the receipt of bids.)
- Substitution FOLLOWING the award of a project**
(Submit within sixty (60) calendar days from the Notice to Proceed.)

Project Name: _____

Project Number (Number as shown on the plans): _____

Consultant Name: _____

Bidder/Contractor requesting substitution: _____

Bidder/contractor hereby requests acceptance of the following product or systems as a substitution in accordance with the provisions of the General Conditions.

Specified Product, material, equipment, or system: _____

Specification Section Number: _____ **Drawing Sheet No:** _____

Proposed Substitution: _____

Provide the following documentation and other information as appropriate to indicate compliance with the requirements for substitutions:

- Product Data, including drawings and descriptions of projects, fabrication and installation procedures.
- Samples.
- A detailed comparison of significant qualities of the proposed substitution with those specified.
- A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner or separate Contractors, that will be necessary to accommodate the proposed substitution.
- A statement indicating the substitution's possible effect on the Construction Schedule compared to the schedule without approval of the substitution.

Describe any performance, warranty, or other items that differ from the original specification.

I/we have investigated the proposed substitution and believe that it is equal or superior in all respects to the specified project except as noted above and will pay costs to modify other parts of the Work as may be needed to make all parts of Work complete and functioning as a result of this substitution.

Name: _____ **Signature:** _____

Firm: _____ **Address:** _____

Phone: _____ **Fax:** _____

GENERAL CONDITIONS

DEFINITIONS

ARTICLE 1 – DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given the terms as herein defined:

A. "Administrative Review" means a non-judicial dispute resolution mechanism. Advisory arbitration conducted by an independent third party, as further described in the Resolution of Claims and Disputes Article contained herein, unless the parties agree in writing to an alternative mechanism.

B. "Agreement" means the contract executed by the Owner and the Contractor.

C. "Claim" shall mean a demand or assertion by the Contractor seeking, as a matter of right adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Agreement.

D. "Contract Documents" consist of the Agreement between the Owner and the Contractor (hereinafter the Agreement), the conditions of the Agreement (General, Supplementary and other Conditions), Advertisement for Bids, Notice to Contractors, Instructions to Proposers, Drawings, Specifications, Addenda issued prior to execution of the Agreement, Notice to Proceed, other documents listed in the Agreement, and Modifications issued after execution of the Agreement. A Modification is (1) a written amendment to the Agreement signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Consultant.

E. "Contractor" is the party or parties who have been awarded an Agreement to furnish work under these Contract Documents.

F. "Consultant" shall refer to the Architect, Engineer, or other design professional when employed by the University, or their duly authorized representative. When a consultant is not employed the Owner shall act as the Consultant.

G. "Debarment Official" shall mean the Chancellor of the West Plains Campus or appointed representative of Missouri State University, West Plains, Missouri

H. "Director" shall mean the Director of Business and Support Services or appointed representative of Missouri State University, West Plains, Missouri.

I. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

J. "Final Completion" shall mean the date of the Owner's acceptance of the Work from the Contractor upon confirmation from the Consultant and the Contractor that the Work is entirely complete in accordance with the Contract Documents.

K. "Governing Law" – The law of the State of Missouri shall govern the construction of this Agreement.

L. "MBE" - Minority Business Enterprise, a business concern which is at least fifty-one percent (51%) owned by one or more minority individuals or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock which is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more minority individuals. "Minority Individual," includes Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans.

M. "Owner" shall mean the Board of Governors, Missouri State University, acting by and through its duly authorized representatives in the department of Business and Support Services.

N. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

O. "Project Manual" is a volume or volumes assembled for the Work that may include the bidding requirements, sample forms, conditions of the Agreement, and Specifications.

P. "Proposer" means an individual, firm, association or corporation submitting a proposal for the Work contemplated.

Q. "Provide" shall mean furnish and install.

R. "Samples" are physical examples of actual materials, finishes, assemblies, trim, hardware, detailing, equipment, workmanship, etc. and establish a standard by which the Work will be judged.

S. "Shop Drawings" are drawings, diagrams, schedules, and other data specifically for the Work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

T. "Similar" shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the Work.

U. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

V. "Subcontractor" as employed herein, includes all those having a direct Agreement with a Contractor for the furnishing of materials, labor, equipment and services to be used on this project.

W. "Substantial completion" or "substantially complete" shall mean the date when the Owner agrees that the Work, or specific portion thereof, is sufficiently complete in accordance with the Contract Documents, so that it can be utilized by the Owner for the purposes for which it was intended. The Owner at its sole discretion may take beneficial occupancy at this time or choose to wait to occupy until after Final Completion is achieved.

X. "Time" – Time limits stated in the Contract Documents are of the essence of the Agreement.

Y. "Unit Prices" shall mean an amount included on the proposal form which includes full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

Z. "WBE" - Women Business Enterprise, a business concern which is at least fifty-one percent (51%) owned by one or more women or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women.

AA. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the project.

GENERAL PROVISIONS

ARTICLE 2 – STATUTORY PREFERENCE

A. By virtue of Statutory authority a preference will be given to Missouri Labor and to products of mines, forests and quarries of the State of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes, Section 34.359 RSMo., and cumulative supplements, incorporated herein by reference.

B. The President of Missouri State University certifies that it is the policy of the University that no Contractor or vendor providing goods, commodities or services for purchase or lease will knowingly include or supply products manufactured outside the United States. Exceptions to this requirement are where it can be documented that said products are not manufactured in the United States in sufficient quantities to meet the contract requirements within the necessary time, or where obtaining products manufactured or assembled or produced in the United States would increase the cost of the Agreement by more than 10 percent. Any vendor or Contractor knowingly violating this provision shall be in violation of the terms and conditions of the Agreement, and subject to termination of the Agreement.

ARTICLE 3 – 'ANTI-KICK BACK'

A. The Contractor shall comply with all provisions of the Copeland 'Anti-Kick Back' Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 C.F.R., Part 3), incorporated herein by reference.

B. The Contractor hereby certifies that no person employed on the Work has been induced to or required to give up any part of the compensation to which he or she is otherwise entitled. The Contractor further certifies that it is not sought by collusion, payment to any person, or otherwise to obtain any advantage over the Owner or made any payment or promise of other consideration to MSU or its agents to cause award of this Agreement to the Contractor.

ARTICLE 4 – TRANSIENT EMPLOYERS

A. Contractors must be registered and bonded with the Department of Revenue and Division of Employment Security. If requested, Contractors must provide proof of compliance with these conditions.

ARTICLE 5 – UNIVERSITY NON-DISCRIMINATION STATEMENT

A. Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

B. This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America.

C. The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability employer. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer/Title IX Coordinator, Office for Institutional Equity and Compliance, Park Central Office Building, Suite 111, Springfield, Missouri 65897, equity@missouristate.edu, 417-836-4252, or to the Office for Civil Rights.

ARTICLE 6 – CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

A. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the Work. Materials or work described in words that so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

ARTICLE 7 – OWNERSHIP OF DRAWINGS

A. All drawings, specifications and copies thereof furnished by the Owner, are their property and must be returned at the completion of the Work.

B. Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and or their Consultants are Instruments of Service for use solely with respect to this Project. The Consultant and their Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

ARTICLE 8 – DRAWINGS, DETAILS, AND INSTRUCTIONS

A. The general character of the detail Work is shown on the Drawings. Where, on any drawings, a portion of the Work is drawn out and the remainder is indicated in the outline, the parts drawn out shall apply, also, to all other like portions of the Work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the Work, unless otherwise indicated. In case of differences between small and large-scale drawings, the larger scale drawing shall take precedence. In the event of differences between the specifications and the drawings, the more restrictive shall take precedence.

ARTICLE 9 – DEBARMENT

A. The Owner will consent to the use of Subcontractors and award contracts to only responsible Contractors. Debarment is a discretionary action of a serious nature and imposed only in the public interest for the Owner's protection and not as a punitive measure.

B. The Owner will consider the Contractors past performance with projects both for the University and with other Owners in determining if the Contractor is responsive. Included in this consideration will be if Contractor has:

- (1) provided false or misleading information as part of any qualification statement, proposal or contract;
- (2) refused or failed to supply enough properly skilled workers, superintendents, foremen or managers;
- (3) refused or failed to supply sufficient or proper materials;

- (4) failed to make payment to Subcontractors for materials or labor in accordance with the respective Agreements between the Contractor and the Subcontractors;
- (5) disregarded laws, ordinances, rules, or regulations or orders of a public authority having jurisdiction;
- (6) disregarded the authority of the Owner's Representative or Consultant;
- (7) breached any warranty or representations made by the Contractor under or pursuant to the Contract Documents;
- (8) failed to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- (9) failed after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents;
- (10) failed to maintain a satisfactory rate of progress with the Work or fails to comply with approved progress schedules;
- (11) violated in any substantial way any provisions of the Contract Documents; or
- (12) has been debarred from contracting by any other federal or state body.

C. Debarment shall be imposed for a specified time not to exceed five (5) years unless reasons for a longer period are stated in the notice of debarment.

D. The Owner may extend debarment for an additional specified period at any time before a debarment expires upon adequate evidence in addition to that which supported the original debarment in accordance with the procedure for debarment.

E. The Owner may reduce the period of debarment upon the Proposer's or Contractor's written request supported by adequate evidence;

- (1) that corrective action will be taken to assure that past performance issues will be prevented;
- (2) bona fide change in ownership or management of the Proposer or Contractor; or
- (3) elimination of other causes for which debarment was opposed.

F. The Owner shall begin debarment proceedings by the Debarment Official giving notice of intent to debar to the Contractor by certified mail, return receipt requested, stating:

- (1) the intent to debar for a specified period.
- (2) the cause for debarment with a summary of the information on which the findings of causes are based.
- (3) the debarment is effective immediately and the decision will become final within twenty-one (21) calendar days unless the Contractor submits a written response to the Debarment Official within that time opposing the debarment, including information raising a genuine dispute as to the facts on which it is based.

G. If a Contractor timely opposes debarment, the Debarment Official shall;

- (1) Schedule an informal hearing within fifteen (15) days, with written notice to the parties, at which the Owner and the Contractor may present evidence on issues raised by the notice of debarment and the response thereto;
- (2) Issue a written decision within fifteen (15) days of the hearing, either sustaining or overruling the debarment, and stating:
 - (a) a summary of the evidence presented;
 - (b) conclusions applying these conditions to the facts, serving this decision on the Contractor by certified mail, return receipt requested.

H. The Debarment Officials decision shall be final.

I. The Owner may continue in effect any Agreements with debarred persons which have not been fully performed at the time of debarment in accordance with their terms.

J. When a debarred Contractor is proposed as a Subcontractor for any subcontract subject to Owners approval, the Owner shall not approve such Subcontractor unless the Contractor states in writing the compelling reasons for such approval.

K. The Debarment Official shall maintain records of all persons debarred for the purpose of enforcing these conditions.

ARTICLE 10 – ACCESS TO RECORDS AND REPORTS

A. Contractor agrees to provide Missouri State University or any of their duly authorized representatives with access to any books, documents, papers and record of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

ADMINISTRATION OF THE AGREEMENT

ARTICLE 11 – COMMUNICATIONS

A. All correspondence, notices, invoices, demands, requests, instructions, approvals and claims must be in writing. All such documents shall include Missouri State University's project number. This number is listed on the cover of the specification and the Contract Documents. All papers required to be delivered to the Owner shall, unless otherwise specified by the Owner in writing to the contrary, be delivered to the Office of Business and Support Services, Missouri State University, West Plains, Missouri. Any such notice shall be deemed to have been given as of the time of actual receipt.

ARTICLE 12 – RIGHTS AND RESPONSIBILITIES OF CONSULTANT

A. The Consultant may give, through the Director, orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Consultant shall determine amount, quality, acceptability and fitness of kinds of Work and materials which are to be paid for under this Agreement and shall decide all questions which may arise in relation to the Work. The Consultant's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to the Contract Documents, determination or decision of the Consultant shall be a condition precedent to the right of the Contractor to receive any money or payment for work under the Agreement affected in any manner or to any extent by such question.

B. The Consultant shall decide the meaning and intent of any portion of the Contract Documents where the same may be found obscure or be in dispute.

C. The Consultant, through the Director, may by written notice request a Contractor to remove from this project forthwith any of his or his Subcontractor's superintendents, foremen, workmen, watchmen or any employees whom the Consultant or Director may deem incompetent, careless or a hindrance to proper timely execution of the Work, and the Contractor shall comply with such notice as promptly as practicable without detriment to the Work or its progress.

D. If the Contractors or the Subcontractors refuse to cooperate with the instructions and reasonable requests of the other Contractors performing work for the Owner under separate Agreement, in the overall coordinating of the Work, the Consultant, through the Director, or the Director may take such appropriate action and issue such instructions as in his or her judgment may be required to avoid unnecessary and unwarranted delay.

ARTICLE 13 – CONTRACTOR PERFORMANCE EVALUATION

A. Business and Support Services is charged with tracking Contractor performance related to contracts bid and work managed by this department. Contractors shall be recognized for outstanding performance as well as less than satisfactory performance. Each Contractor performing services for Missouri State University shall be subject to performance evaluations. Performance evaluations are a key component in determining Contractor responsiveness and may be used by Missouri State University in the review of a Contractor's suitability as the lowest, responsive, responsible Proposer for future work.

B. The performance criteria are included in the Contractor Performance Evaluation form following in Appendix B so that all Contractors are aware of the criteria prior to beginning a project. Upon Substantial Completion of a project, the Project Manager along with other University personnel shall complete a performance evaluation for all prime Contractors. The Director of Business and Support Services shall provide the Contractor a signed original of the completed evaluation form pertaining to their Agreement. Evaluations shall be objective and performed in a timely manner.

C. Any Contractor who wishes to contest any information contained in the evaluation form may submit a written response no later than thirty (30) days after the date the form was mailed (as indicated by the postmark on the envelope) or emailed (as indicated on the dated email). The Contractor's written response to a performance evaluation as well as any subsequent written communication with regard to the performance evaluation shall be reviewed and placed in the evaluation file for record purposes.

D. At the discretion of the Project Manager, a periodic evaluation may be completed for any Contractor when a serious concern regarding their performance on the project exists.

ARTICLE 14 – CLAIMS AND DISPUTES

A. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

B. Claims, including those alleging an error or omission by the Consultant shall be referred initially to the Consultant through the Director for action. A recommendation by the Consultant shall be required as a condition precedent to Administrative Review or litigation of a Claim between the Contractor and the Owner as to all such matters arising prior to the date final payment is due, regardless of any of the following:

- (1) Whether such matters relate to execution and progress of the Work.
- (2) The extent to which the Work has been completed.

The recommendation by the Consultant in response to a Claim shall not be a condition precedent to Administrative Review or litigation in the event:

- (1) The position of Consultant is vacant,

- (2) The Consultant has not received evidence or has failed to render a recommendation within agreed time limits,
- (3) The Consultant has failed to take action required under the Resolution of Claims and Disputes Article within thirty (30) calendar days after the Claim is made,
- (4) Forty-five (45) calendar days have passed after the Claim has been referred to the Consultant.

C. Claims must be made within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.

D. Pending final resolution of a Claim including administrative review, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the Owner shall continue to make payments in accordance with the Contract Documents.

E. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from any of the following:

- (1) Claims, security interests or encumbrances arising out of the Agreement and unsettled;
- (2) Failure of the Work to comply with the requirements of the Contract Documents;
- (3) Terms of special warranties required by the Contract Documents.

F. If concealed or unknown conditions are encountered at the site which are:

- (1) Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or
- (2) Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents

then notice by the Contractor shall be given to the Consultant through the Director promptly before conditions are disturbed and in no event later than twenty-one (21) calendar days after first observance of the condition. The Consultant will promptly investigate such conditions and, if they differ materially will recommend an equitable adjustment in the Agreement. If the Consultant determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Agreement is justified, the Consultant shall so notify the Director and Contractor through Director in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within twenty-one (21) calendar days after the Consultant has given notice of the recommendation.

G. If the Contractor wishes to make Claim for an increase in the contract time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and/or probable effect of delay on progress of the Work in the case of a continuing delay only one Claim is necessary.

- (1) If unusual weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse effect on the scheduled construction.

ARTICLE 15 – RESOLUTION OF CLAIMS AND DISPUTES

A. The Consultant through the Director will review Claims and take one or more of the following preliminary actions within thirty (30) calendar days of receipt of a Claim:

- (1) Request additional supporting data from the claimant,
- (2) Submit a schedule to the Contractor indicating when the Consultant expects to take action,
- (3) Reject the Claim in whole or in part, stating reasons for rejection,
- (4) Recommend approval of the Claim or
- (5) Suggest a compromise.

The Director may also, but is not obligated to, notify the surety of the nature and amount of the Claim.

B. If a Claim has not been resolved, the Contractor shall, within fourteen (14) calendar days after the Consultant's preliminary response, take one or more of the following actions:

- (1) Submit additional supporting data requested,
- (2) Modify the initial Claim, or
- (3) Notify the Director that the initial Claim stands.

C. If a Claim has not been resolved after consideration of further evidence as presented by the Contractor, the Director's decision will be made within thirty (30) calendar days following the Contractor's response. During that 30-day period, the Director may request a supplemental recommendation from the Consultant, considering the Contractor's response. Any such decision shall be final, but subject to Administrative Review. Upon expiration of such time period, the Director will render to the Contractor the Consultant's written decision relative to the Claim, including any change in the Agreement. If there appears to be the possibility of a Contractor's default the Director may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. In order to prevent all disputes or disagreements between the parties aforesaid in relation to the performance hereof, on the part of this Contractor, it is hereby expressly agreed and understood that in case any controversy or difference of opinion shall arise between the parties aforesaid as to the quality or quantity or value of the Work, or material, the interpretation of plans, specifications and provisions of the Contract Documents, or any other matter connected with the Work, or the performance of the covenants and agreements herein contained, on the part of this Agreement, the decision of the Director shall be final and binding on all parties subject to Administrative Review.

E. Request for Administrative Review may be made by any party, in writing, to the other party within thirty (30) calendar days following the Decision of the Director. The request for review shall include a statement of reasons of disagreement with the Decision of the Director, as well as the statement of the requested relief or remedy. Within thirty (30) calendar days after the request for Administrative Review, the parties will select an Arbitrator to hear the dispute. A panel of arbitrators will be obtained from the Federal Mediation Conciliation Service, American Arbitration Association, or other recognized Dispute Resolution body. The parties will alternatively strike the panel of arbitrators until one arbitrator remains. The party requesting the Administrative Review will make the first strike. The parties may agree to terms of procedures of the arbitration before the neutral Arbitrator. If terms cannot be agreed, the applicable procedures of the American Arbitration Association will be followed.

F. The parties will share equally the expenses of arbitration, consisting primarily of the Arbitrator's fee and expenses, and the arrangements and fees for the presentation and location of the arbitration hearing, as well as any fees charged by the Dispute Resolution Service. Either party may make, at its own expense, a transcript or recording of the arbitration hearing. If the other party desires access to such transcript, it will pay one-half (1/2) of the expense incurred in preparing the transcript. The parties may be represented by legal counsel, and each party is responsible for its own legal expenses. The location of arbitration hearing will be mutually agreed by the parties, and if no agreement is possible, in a conference room at the University Plaza Hotel and Convention Center.

G. The Arbitrator will issue his/her decision in writing, within thirty (30) calendar days after the close of the hearing, unless the parties agree otherwise. The parties may request to submit briefs following the hearing, unless parties agree otherwise. The parties may request to submit briefs following the hearing, which may extend the time period, as determined by the Arbitrator. The decision of the Arbitrator shall be advisory to the University's Board of Governors. Either party may appeal the decision of the Arbitrator to the next regular meeting of the Board of Governors occurring at least fifteen (calendar days after the decision of the Arbitrator is received. If no such request for review by the Board of Governors is made, in writing, addressed to the Board of Governors in care of the President of the University, the decision of the Arbitrator shall become final and binding.

H. Any appeal to the Board of Governors will be presented as an appellate appeal, as scheduled by the President of the Board of Governors, with time period for argument and briefing as determined appropriate by the President of the Board. Parties will not be permitted to submit additional evidence, but will rely on the record and exhibits as presented to the Arbitrator. The decision of the Board of Governors or any hearing panel of the Board of Governors as appointed by the President of the Board shall be made in writing, within thirty (30) calendar days following close of the appeal before the Board.

CONTRACTORS EXECUTION AND SUPERVISION

ARTICLE 16 – PREVAILING WAGE

A. Missouri's Prevailing Wage Law establishes a minimum wage rate that must be paid to workers on public works construction projects in Missouri, such as bridges, roads, and government buildings. The prevailing wage rate differs by county and for different types of work.

B. The Prevailing Wage Law applies to all public works projects constructed by or on behalf of state and local public bodies. Not less than the prevailing hourly rate of wages specified shall be paid to all workers performing work under the Agreement. Section 290.250, RSMo.

- (1) The Contractor and each Subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefore. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.
- (2) Each Contractor and Subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefore an affidavit stating that he or she had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

- (3) Each Contractor and Subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with such public works project during the time the Contractor or Subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provision so this subsection.
- (4) The provision of paragraph 3 of this section shall not apply to construction of public works for which the Agreement awarded is in the amount of two hundred fifty thousand dollars or less.

C. Contractors shall submit certified copies of their payrolls to the contracting public body to show compliance with the prevailing wage law. Payrolls shall be submitted monthly.

D. The Contractor shall submit with the final application for payment the enclosed wage rate affidavit included in Appendix B stating that he or she has fully complied with the prevailing wage rates as set forth in the Department of Labor and Industrial Relations Prevailing Wage Section 290.290, RSMo.

E. A clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed in order to execute the Agreement and employed on the construction of the public works is kept posted in a prominent and easily accessible place at the site thereof by each Contractor and Subcontractor engaged in the public works project under the provisions of this law and such notice shall remain posted during the full time that any worker shall be employed on the public works. Section 290.265, RSMo.

F. The Contractor shall forfeit as a penalty to the state, county, city and county, city, town, district, or other political sub-division on whose behalf the Agreement is made or awarded, ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said Agreement, by him or by any Subcontractor under him. Section 290.250, RSMo.

ARTICLE 17 – NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor and their Subcontractors will not discriminate based on affected group status unless with respect to sex, age, or handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the Contractor and their Subcontractors shall not discriminate:

- (1) Against recipients of service on the basis of race, color, religion, national origin, sex, handicap or age.
- (2) Against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.
- (3) Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employees at least 20 persons.
- (4) Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

B. The Contractor and Subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment advertising; and selection for training, including apprenticeship. The Contractor and Subcontractor will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

C. Facilities provided for employees will be provided in such a manner that segregation on the basis of race, color, religion, or natural origin cannot result.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, age, sex or national origin.

E. The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice advising that the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations and relevant orders of the Secretary of Labor, and shall also comply with the Missouri Fair Employment and Public Accommodation Practices Act, Chapter 213 RSMo., any applicable provisions of the Americans with Disabilities Act of 1990, Titles VI and VII of the Civil Rights Act of 1964, all incorporated herein by reference, and will hold harmless MSU from any violation or claimed violation of law, ordinance or regulation arising from this Agreement.

G. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by an appropriate agency of the Federal government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

H. Each prime Contractor and Subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime Contractor or Subcontractor (i) is not exempt from the provisions of the regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a prime Contractor or first tier Subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any Subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (i), (ii), and (iv) of this section.

I. In the event of the Contractor's noncompliance with the Equal Opportunity conditions of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts, or federal assisted contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or Order of the Secretary of Labor, or as otherwise provided by law.

J. The Contractor will include this paragraph and the above paragraphs in this Article in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Exemptions to the requirements of the above Equal Opportunity conditions are contracts and subcontracts not exceeding \$10,000.00, and contract and subcontracts with regard to work performed outside the United States by employees who were not recruited in the United States.

L. The Contractor and their Subcontractors shall develop, implement, maintain and submit in writing to the Director an affirmative action program if at least fifty (50) persons in the aggregate are to be employed under this Contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Certificate for Affirmative Action in the form as included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promotion and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between 40 and 70), disabled and Vietnam-era veteran status, and handicapped otherwise qualified status. Such "affirmative action program" shall include:

- (1) A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- (2) The identification of a person designated to handle affirmative action;
- (3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
- (4) The exclusion of discrimination from all collective bargaining agreements; and
- (5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

M. The required Certificate of Affirmative Action shall be submitted with bid. In the enforcement of this non-discrimination clause, the Owner may use any reasonable procedures available, including, but not limited to: requests, reports, site visits and inspection of relevant documents to the Contractors and Subcontractors.

N. In the event of the Contractor's or a Subcontractor's noncompliance with any provisions of this Article, the Director may cancel this Agreement in whole or in part or require the Contractor to terminate the contract with their Subcontractor.

O. The Contractor and their Subcontractors shall provide the Director accurate information for quarterly and final reports of the number and percentage of minority workmen, classified by trade, and a list of all minority Subcontractors or, in the case of projects equal to or greater than one hundred thousand dollars (\$100,000.00), MBE/WBE(s) involved on this construction project. The Contractor shall be responsible for obtaining and reporting this information with respect to their firm and for all Subcontractors. The reports shall include:

- (1) The total number of individual minority employees, excluding females, working on the construction project, classified by trade, that were employed during the three months preceding and including the last regular working day of the month of March, June, September or December, as applicable. The final report shall reflect all minority employment, excluding females, occurring since the last quarterly report or the overall minority employment if there was no prior report due.
- (2) The percentage of minority workmen classified by trade as reported in (1).
- (3) A list of all minority Subcontractors including the trade classification and mailing address of each firm working on the project.
- (4) An estimate of the dollar-value of work completed by each minority Subcontractor during the quarterly reporting period and as a cumulative total through the reporting period. The final report shall include an estimate of the dollar-value of work completed by each minority Subcontractor during the last quarterly report or the overall dollar-value for the contract if there was no prior report due.
- (5) The total number of female employees working on the project, classified by trade, that were employed during the three months preceding and including the last regular working day of the month of March, June, September or December, as applicable. The final report shall reflect all female employment occurring since the last quarterly report of the overall female employment if there was no prior report due.

P. The quarterly reports shall be submitted with the corresponding April, July, October or January application for payment throughout the project until completed. The final report shall be due upon submission of the final payment request.

Q. Missouri State University abides by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Contractor is responsible for compliance of the above requirements. When requested, the Contractor shall provide documentation of good faith efforts and the necessary proof of compliance.

ARTICLE 18 – BOND

A. The Contractor shall execute the Form of Performance and Payment Bond as prepared by the Owner and attached in Appendix B, in an amount equal to one hundred percent (100%) of the Agreement sum as security for the faithful performance of this Agreement and as security for the payment of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement. This bond shall be in effect through the duration of the one-year warranty period.

ARTICLE 19 – CONTRACTOR'S INSURANCE

A. The successful Contractor shall procure and maintain for the duration of the Agreement a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officials. The Contractor shall not commence Work under this Agreement until he or she has obtained and submitted to the Owner a "Certificate of Insurance" for all insurance required under this Article and such insurance has been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence work on their subcontract until all similar insurance required of the Subcontractor has been obtained and approved. Please carefully review the requirements outlined below.

It is highly recommended that you confer with your insurance broker/agent or other insurance company representative, prior to submitting your bid, to determine availability and applicable cost, if any, of certificates, endorsement, coverages, and limits required.

B. WORKERS' COMPENSATION INSURANCE – Workers' Compensation Insurance for all of their employees doing work on the project, and, in case any work is sublet, Contractor shall require any and/or all Subcontractor(s) similarly to provide Workers' Compensation Insurance for all their employees unless such employees are covered by the protection afforded by Contractor. In case any class or employees engaged in hazardous work under this Agreement at the site of the project is not covered under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance covering these employees. Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Contractor or any Subcontractor are applicable thereunder. Workers' Compensation Insurance shall comply in all respects with the requirements and limits of the Statutes of the State of Missouri.

C. COMMERCIAL GENERAL LIABILITY INSURANCE – The Contractor shall obtain one or more occurrence-based policies of Commercial General Liability Insurance which provide coverage for the Work and shall protect the Contractor, the Owner, and any Subcontractor performing work covered by this Agreement from claims for damages for personal injury, bodily injury, including wrongful death, and from claims for property damage which may arise from the operations under the Agreement.

- (1) Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Broad Form General Liability, and Contractual Liability, shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with minimum limits of **\$1,000,000** each bodily injury or property damage occurrence, and **\$2,000,000** general aggregate with a per project endorsement.

D. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE – The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide coverage for all vehicles that will be used on University property in conjunction with the Work whether they are owned, non-owned or hired vehicles of every type and description.

- (1) Automobile Liability Insurance covering Bodily Injury and Property Damage on an "Occurrence Form Basis" with minimum limits of **\$1,000,000** combined single limit.

E. UMBRELLA/EXCESS LIABILITY – Contractor shall provide an Umbrella Policy of Insurance to protect the University, the Board of Governors for Missouri State University, its members, agents, and employees from the performance of this Agreement with a minimum limit of coverage of **\$5,000,000** in excess over the CGL policy. The University shall be named as additional insured on the policy. The policy shall provide for coverage of occurrences from which the University, its officers and employees are not immune under the doctrines of sovereign, official and governmental immunity.

F. ADDITIONAL INSUREDS – Each policy of commercial liability insurance shall name Missouri State University, the Board of Governors of Missouri State University, its members, agents and employees as additional insureds. The insurance afforded by the Contractor shall be primary insurance.

G. ALL RISK BUILDER'S RISK OR INSTALLATION FLOATER INSURANCE – The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, as an admitted carrier, Builder's Risk or Installation Floater Insurance on the entire Work. Such insurance shall be written on a completed value form for the entire Work. The insurance shall apply on a replacement cost basis.

- (1) The insurance as required herein shall name as insureds the Owner, Contractor and all Subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to Owner.

- (2) The insurance as required herein shall cover the entire Work, including reasonable compensation for Consultant's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site but indebted for use at the site, and shall also cover portions of the Work in transit, including ocean transit. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The policy shall also contain an endorsement to include permission for partial occupancy.
- (3) The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, frost, water damage, windstorm and freezing.
- (4) If there are any deductibles applicable to the insurance required herein, Contractor shall pay any part of any loss not covered because of the operation of such deductibles.
- (5) The insurance as required herein shall be maintained in effect until the earliest of the following dates:
 - (a) The date which all persons and organizations who are insured under the policy agree in writing that it shall be terminated;
 - (b) The date on which final payment of this Contact has been made by Owner to Contractor; or
 - (c) The date on which the insurable interests in the property of all insureds other than the Owner have ceased.
- (6) The Owner and Contractor waive all rights against (1) each other and any of their subcontracts of any tier, suppliers, agents and employees, each of the other, (2) the Consultant and Consultant's consultants, and (3) separate Contractors described in the Separate Contracts Article, if any, and any of their Subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Consultant, Consultant's consultants, separate Contractors described in the Separate Contracts Article, if any, and the Subcontractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.
- (7) A loss insured under Contractor's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to the requirements of the Contract Documents. At its option, Owner may instead allow the proceeds to be placed in escrow or with an independent adjuster. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, any appropriate agreements, written where legally required for validity, shall require Subcontractors of any tier to make payments to their Sub-subcontracts in similar manner.

H. INSURANCE COVERING SPECIAL HAZARDS – If applicable, the Commercial General Liability Insurance policy or policies of the Contractor shall provide coverage for special hazards such as, but not limited to, operation of material hoists, blasting or other use of explosives, earthquake, flood, pollution, PCB transformers and damage to underground property.

I. SATISFACTORY COVERAGE – Such insurance coverage shall be written by a company authorized to do business in the State of Missouri and the form and content of the policies and the companies issuing the same shall be subject to the approval of the Owner. In the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Contractor shall not cause any policies to be cancelled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed until thirty (30) days after the Owner has received written notice.

- (1) It is understood and agreed that the insurance required by the provisions of this Article is required in the public interest and that the Owner does not assume any liability for acts of the Contractor, any Subcontractor or their employees in the performance of the Agreement.
- (2) If Owner is damaged by delay or failure of Contractor to maintain insurance as required in this Article, then Contractor shall bear all reasonable costs properly attributable to that delay or failure.

J. PROOF OF INSURANCE COVERAGE – Certificates of Insurance shall be provided, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the exclusions and endorsements, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein before. Owner shall have a right to see the entire policy upon request.

K. Notwithstanding any other provision of these Contract Documents to the contrary, no insurance procured by Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in § 537.600 *et seq.*, MO.REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental, or official immunity available to Owner, its officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which Owner, its officers or employees, may be obligated to pay as damages. The Contractor shall cause all policies of insurance procured pursuant to this Article to be endorsed in accord with this paragraph. Contractor shall further require the upper limits of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in §§ 537.610.2 and 537.610.5., MO. REV. STAT., as may be amended from time to time.

ARTICLE 20 – INDEMNIFICATION

A. To the extent that the following does not void or make voidable any insurance coverage nor waive any monetary limits, sovereign, governmental, or official immunity or any other rights, immunities and protections provided by the United States or the State of Missouri, Contractor agrees to defend, indemnify and hold harmless to the fullest extent possible the Owner, its agents, servants and employees, representatives (hereinafter “Owner”) from and against any and all liability for claims, damages, punitive damages, penalties and civil fines unless expressly prohibited by law, losses and expenses, including, but not limited to, attorneys’ fees, arising out of or in any manner connected with this Agreement, to the extent the foregoing is caused or claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence or willful act of Contractor, any Subcontractor of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the negligent acts or omissions or other fault of a party indemnified hereunder. The Contractor’s obligations hereunder are in addition to and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that the Owner may possess. The Contractor agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, and demands at the sole expense of the Contractor, or at the option of Owner agrees to pay to or reimburse Owner for the defense costs incurred by Owner in connection with any such liability claims, or demands. The defense and indemnity required herein shall be a binding obligation upon Contractor whether or not Owner has made such demand. Even if a defense is successful to a claim or demand for which Contractor is obligated to indemnify the Owner under this Paragraph, Contractor shall remain liable for all costs of defense.

B. The indemnity obligations of Contractor under this Article shall survive termination of this Agreement or final payment thereunder. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Owner may in its sole discretion reserve, return or apply any monies due or to become due the Contractor under the Agreement for the purpose of resolving such claims; provided, however, that the Owner may release such funds if the Contractor provides the Owner with reasonable assurance of protection of the Owner’s interests. The Owner shall in its sole discretion determine if such assurances are reasonable. Owner reserves the right to control the defense and settlement of any claim, action or proceeding which Contractor has an obligation to indemnify Owner against under this Article.

C. In claims against any person or entity indemnified under this Article by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor of any tier under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 21 – ROYALTIES AND PATENTS

A. The Contractor shall pay all royalties and license fees he or she shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 22 – TAXES

A. The Owner is exempt from payment of State of Missouri, County, and City sales or use taxes on the purchase of all building materials and equipment made on behalf of the University. Therefore, unless otherwise stipulated, the Proposer shall not include sales taxes in the proposal.

B. The Owner shall furnish the Contractor an exemption certificate authorizing purchases of tangible personal property and materials to be incorporated into or consumed in the construction of the project. Such certificate is renewable for a given project at the option of the Owner only for the purpose of revising the certificate expiration date as necessary to complete the project.

C. The Contractor shall furnish the exemption certificate to all Subcontractors, and any Contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of the Owner, all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing Contractor invoices bearing the name of the exempt entity and the project identification number. Nothing in this Article shall be deemed to exempt the purchase of any construction machinery, equipment or tools used in constructing, repairing or remodeling facilities for the Owner. All invoices for all personal property and materials purchased under a project exemption certificate shall be retained by the purchasing Contractor for a period of five years and shall be subject to audit by the director of revenue.

D. Any excess resalable tangible personal property or materials which were purchased for the project by a Contractor under a project exemption certificate but which were not incorporated into or consumed in the construction of the project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by such Contractor not later than the due date of the Contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.

ARTICLE 23 – SURVEYS, PERMITS, AND REGULATIONS

A. The Owner shall furnish all surveys unless otherwise specified. The Contractor shall obtain and pay for all permits, licenses, certificates, inspections and other legal fees required by all applicable Municipal Ordinances and State and Federal laws. Easements for permanent installations shall be secured and paid for by the Owner, unless otherwise specified.

B. All Contractors performing work on the project shall be licensed in the City of West Plains, Missouri and all personnel involved in the project shall be certified in their trade in accordance with the City of West Plains, Missouri requirements.

C. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he or she shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he or she shall bear all costs arising there from.

ARTICLE 24 – SUPERINTENDENCE

A. The Contractor shall keep on this Work during its progress, a competent superintendent satisfactory to the Owner. The Contractor shall not change the superintendent during the course of the project without written request and approval.

B. The superintendent shall represent the Contractor. The superintendent shall give efficient supervision to the Work, using their best skill and attention. The superintendent shall carefully study and compare all drawings, specifications and other instruction and shall, at once, report to the Owner any error, inconsistency or omission which he or she may discover.

ARTICLE 25 – MEASUREMENTS

A. Before ordering any material or doing any work the Contractor or Subcontractors shall verify all measurements at the project and shall be responsible for the correctness of same. No extra charge shall be allowed on account of the difference between actual dimensions and the dimensions indicated on the drawings; any differences that may be found shall be reported to the Director for consideration before proceeding with the Work.

ARTICLE 26 – MATERIALS AND WORKMANSHIP

A. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. If required by the Owner, satisfactory evidence shall be furnished as to the kind and quality of the materials, and workmanship.

B. All materials and workmanship used in the Work shall be subject to the inspection of the Owner, and the decision of its representatives as to what conforms to the specifications shall be final and conclusive on all parties, and any work which they shall decide to be defective shall be removed, rebuilt or made good, the cost of such correction to be borne by the Contractor. All condemned materials shall be immediately removed from the vicinity of the Work.

C. Failure or neglect on the part of the Owner to condemn or reject bad or inferior materials or workmanship shall not be construed to imply an acceptance of any work. The Work herein specified to be done is not to be considered as finally accepted until it is so stated in writing by the Owner.

ARTICLE 27 – MATERIALS, EQUIPMENT, AND LABOR

A. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation services, taxes, insurance and use taxes and other facilities necessary for the execution and completion of the Work. See the Article on Taxes for an explanation of the taxes to be included.

ARTICLE 28 – UNIVERSITY REGULATIONS

A. The Contractor shall be aware of the following rules and recommendations regarding the Contractor's employees while performing work at Missouri State University:

- (1) No intoxicating beverages shall be carried or consumed on University property.
- (2) No narcotics shall be carried or used on University property.
- (3) No firearms shall be allowed on University property.
- (4) The use of vulgar or obscene language on University property is prohibited.
- (5) Smoking or use of tobacco products (including cigarettes, smokeless tobacco, cigars, pipes, and other tobacco products) is prohibited on University property. Refer to the tobacco free website at www.missouristate.edu/tobacco for more information and for designated smoking areas around the perimeter of campus.
- (6) The Contractor's storage and work areas shall be tightly secured during non-working hours.
- (7) The University will not be responsible for the Contractor's tools, equipment, or materials.
- (8) The use of campus waste receptacles and dumpsters is prohibited. In case of dispute, the Owner may cause the removal of any rubbish and charge the cost to the Contractor(s).
- (9) The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

- (10) The Contractor shall, at all times, enforce strict discipline and good order among their employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
- (11) All areas within the limits of the construction site shall be maintained in a clean and orderly manner.

ARTICLE 29 – KEY POLICY

A. Keys shall be requested through the Office of Business and Support Services. The Contractor shall provide the Office of Business and Support Services advance notice of the need for access to a space. The Contractor shall provide the name of the person who will pick up the key, the length of time the key will be needed, and the location where access is needed.

B. The Contractor shall be responsible for the cost of any lost keys in accordance with University policies.

ARTICLE 30 – PARKING POLICY

A. Parking in or on campus parking lots requires a parking permit. These permits will be provided to the Contractor at no cost. Application for the required parking permits shall be by use of the attached Construction Parking Permit Application form following in Appendix B. Failure to display a proper parking permit may lead to the issuance of a parking ticket. These tickets will be the Contractor's responsibility to pay and shall be paid prior to the issuance of the final payment due on the project. No vehicles will be allowed on campus sidewalks or grass areas.

ARTICLE 31 – PROJECT SITE MAINTENANCE

A. The Contractor shall confine their apparatus, the storage of materials, and the operations of their workmen, to limits indicated by law, ordinance, permits or direction of the Director and shall not unreasonably encumber the premises with their material.

B. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires, and smoking.

C. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by their employees or work, and at the completion of the Work they shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave the Work "broom clean" or its equivalent, unless more exactly specified. Rubbish shall be removed in an approved manner. Each Contractor is responsible for their waste removal.

D. It is the responsibility of the Contractor to maintain the construction area in a neat and orderly appearance. No grass or ground cover shall be allowed to grow in excess of 12". Should the Contractor fail to maintain the construction area in accordance with the requirements, the Owner may cause the maintenance of the area to occur and charge the cost to the Contractor(s).

ARTICLE 32 – PROTECTION OF WORK AND PROPERTY

A. The Contractor shall continuously maintain adequate protection for all the Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Agreement. The Contractor shall make good any such damage, injury or loss.

B. The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions an progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and whose duty shall be the prevention of accidents.

ARTICLE 33 – CUTTING, PATCHING, AND DIGGING

A. The Contractor shall do all cutting, fitting or patching that may be required to make its several parts come together properly and for it to receive or be received by work or other Contractors shown upon, or reasonably implied by, the Contract Documents for the completed structure, and he or she shall make good after them as the Director may direct.

B. Any cost caused by defective or ill-timed work shall be borne by the Contractor responsible therefore.

C. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the Work of any other Contractor except with the consent of the Director.

ARTICLE 34 – UTILITIES

A. The Contractor shall take every precaution to protect existing utilities on the campus. In order to assist the Contractor in the location of utilities, a Request for Utility Locate form is attached following the General Conditions in Appendix B. The Contractor shall fill out this form in order to request a utility location. This form shall be used for requesting only private MSU utilities such as underground electrical and or fiber optics. Once it is filled out, the request shall be sent to the Office of Business and Support Services so formal notification can be made to the departments involved with this request. A minimum of 5 working days' notice must be given prior to the need for the request. The Contractor is responsible for contacting the proper authorities for locating public utilities.

B. The Contractor shall not interrupt any utility service to the university without prior written approval. Should the project dictate the need for temporary utility interruption, the Contractor shall complete the Request for Utility Interruption form as attached following the General Conditions in Appendix B. The general Contractor or prime Contractor shall fill out this form in order to request a utility interruption. Once it is filled out, the request shall be sent to the Office of Business and Support Services so arrangements can be made for the interruption of services. A minimum of 5 working days must be given prior to the need for the request.

C. Depending upon the extent or complexity of the request, additional time may be needed to fulfill the request. The Contractor shall take this into account when making the request and shall allow ample time for the Work to be completed.

ARTICLE 35 – INSPECTION OF WORK

A. Requests for inspections shall be made in writing by use of the attached Request for Inspection form following the General Conditions in Appendix B. The general Contractor or prime Contractor shall fill out this form in order to request an inspection. This form shall be used for inspections such as general, rough-in, or final inspections. Once it is filled out, the request shall be sent to the Office of Business and Support Services in order to schedule an inspection. By requesting this inspection, the Contractor is certifying that the project is ready for inspection. If at the time of inspection it is found that the Work is not ready for inspection, the Owner may charge the Contractor for all expenses related to the inspection and subsequent inspections. A minimum of 5 working days' notice must be given prior to the need for the request.

B. If any work is covered up without approval or consent of the Owner, it must, if requested by the Owner, be uncovered at the expense of the Contractor. Should it be considered necessary or advisable by the Owner any time before final acceptance of the entire Work to make an examination of the Work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the Contractor or their Subcontractor, he or she shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Agreement, the actual cost of labor and material necessarily involved in the examination and replacement plus 10 percent shall be allowed the Contractor.

C. All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination and test by the Owner at any and all times during manufacture or construction and at any and all places where such manufacture or construction are carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the premises, and satisfactorily replaced with proper material without charge therefor. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may by agreement or otherwise have the defects remedied or rejected materials removed from the site and charge the cost of the same against any monies which may be due the Contractor without prejudice to any other rights or remedies of the Owner on the premises.

D. In response to request by interested citizens for legitimate reasons, as determined by Owner, the Owner and the Contractor will permit limited access to construction sites. Access by concerned citizens will be to assist the University in its stewardship responsibility of assuring taxpayer dollars and student fee monies are being expended in accordance with the intent of the Board of Governors. In no case will any such access permit interference with the Work, or create additional work, unless permitted by the Owner. The Contractor's employees and Subcontractors will not be interrupted, without the consent of the Contractor's project supervisor. Any access will require permission from the Director, and will be accompanied by the supervisor and/or their designee, as well as a representative of the Contractor if the Contractor so desires. Any such access will be scheduled by Director with the Contractor's job supervisor.

ARTICLE 36 – CORRECTION OF WORK

A. The Contractor shall promptly remove from the premises all materials condemned by the Director as failing to conform to the Agreement, whether incorporated in the Work or not. The Contractor shall promptly replace and re-execute their own work in accordance with the Agreement, without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

B. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor and the Surety of responsibility for faulty materials or workmanship, and, unless otherwise specified, the Contractor or their sureties shall remedy any defects due thereto and pay for any damage to their work resulting there from, which shall appear within a period of one year from the date of Substantial Completion and acceptance of the Work. The Owner shall give notice of observed defects with reasonable promptness.

ARTICLE 37 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

A. Shop Drawings, Product Data, Samples, and similar submittals (collectively referred to as "Submittals") are not Contract Documents. Their purpose is to demonstrate the way in which the Contractor proposes to conform to the information given and the design concept set forth by the Contract Documents for those portions of the Work for which submittals are required. Informational submittals that do not require response by the Consultant may be identified as such in the Contract Documents. Submittals that are not required by the Contract Documents may be returned to the contractor without action.

B. The Contractor shall include the cost of providing Shop Drawings, Product Data, Samples, and similar submittals in their bid, including the cost of shipping and delivery to the appropriate location as required by the Contract Documents.

C. Submittals shall be provided on a schedule and conveyed to the necessary parties in a manner as agreed upon between the Owner, Contractor, and Consultant. The Contractor shall provide a schedule for submittals within thirty (30) days after the issuance of the Notice to Proceed. Submittals shall be provided in a timely fashion and sequenced during the project so as to avoid delays to the Work of this Agreement as well the activities of the Owner and any separate contractors.

D. The Contractor shall review all Submittals required by the Contract Documents for compliance with the Contract Documents and shall mark submittals with their approval prior to providing submittals to the Consultant. Each Submittal shall be provided with a cover sheet and shall bear a stamp or specific indication that the Submittal has been reviewed by the Contractor and complies with the Contract Documents. Such stamp shall represent that the Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review and has approved that Submittal. The stamp shall include the Contractor's company name as well as the signature of the representative of Contractor who approved the Submittal. In addition to the above stamp, the cover sheet for each Submittal shall bear the following:

- (1) The Owner's name listed simply as "Missouri State University" for this purpose.
- (2) The Owner's Project Title as indicated on the Contract Documents.
- (3) The Owner's project number.
- (4) The Owner's lead Consultant for the project.
- (5) The applicable specification section number and specification section title.
- (6) In instances where the specification section title does not accurately provide a description of the item(s) included in the Submittal, a description the item(s) that are included in the Submittal shall be provided below the specification section title.
- (7) The company name, address, and contact information of the responsible Subcontractor (if applicable).
- (8) The company name, address, and contact information of the manufacturer, supplier, distributor, or fabricator for the submitted item(s) (If applicable).
- (9) Any additional information as required by the Contract Documents.

E. By providing Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Consultant the following:

- (1) That the Contractor has determined and verified field measurements and field construction criteria related to the submitted item(s).
- (2) That the Contractor is responsible for the correctness and accuracy of the dimensions, measurements, and other information contained in the Submittal.
- (3) That the submitted items are fit for their intended use.
- (4) That the fabrication, shipping, handling, storage, assembly and installation of all materials, systems and equipment are in accordance with best practices in the industry and are in strict compliance with any applicable requirements of the Contract Documents.

- (5) That the Contractor is responsible for coordination of each Submittal with other Submittals and has checked and coordinated the information contained within such Submittals with the all Work required by the Contract Documents.

F. The Contractor shall not perform any portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Consultant.

G. The Work shall be in accordance with the approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviations at the time of the submittal and the Consultant done one of the following:

- (1) Provided written approval to the specific deviation as a minor change in the Work.
- (2) Issued a Change Order authorizing the deviation.

H. Approval of Shop Drawings, Product Data, Samples, or similar submittals by the Consultant shall not relieve the Contractor of responsibility for any errors or omissions in said Shop Drawings, Product Data, Samples, or similar submittals.

I. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous Submittals. In the absence of such written notice, the Consultant's approval of a resubmission shall not apply to such revisions.

J. The Contractor represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable Laws, by an appropriately licensed architect, engineer, or other licensed design professional.

K. There shall be no limitations on reproduction placed on any submittal provided to the Consultant or to the Owner. The Owner retains the right to copy and distribute submittals as necessary. Any such limiting statement placed on a submittal shall not be recognized by the Owner and shall be found to be void. The Contractor shall require the same to any level tier Subcontractor or supplier.

ARTICLE 38 – OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual specification sections and including, but not necessarily limited to, the following:

- (1) Operation Data:
 - (a) Emergency Instructions and procedures.
 - (b) System, subsystem, and equipment descriptions, including operating standards.
 - (c) Operating procedures, including startup, shutdown, seasonal change over, and weekend operations. Operating procedures shall include a step-by-step write up for safe and efficient operation of all equipment and shall include trouble shooting guides.
 - (d) Description of controls and sequence of operations.

(e) Piping and wiring diagrams

(2) Maintenance Data:

- (a) Provide an equipment list of all major equipment as installed. Include information on all lighting fixtures incorporated into the Work. Information shall include manufacturer name, model number, name plate data, capacities, flow rates, electric characteristics, filter size(s), belt size(s), other recommended spare parts (including model numbers), recommended tools for service, etc.
- (b) Provide maintenance data for all finish materials used in the Work. Information shall include manufacturer name; model number, name or make; recommended cleaning intervals, cleaning methods, methods for spot cleaning or repairing damage, etc.
- (c) Name, address, and telephone number of installer and supplier
- (d) Maintenance procedures.
- (e) Maintenance and service schedules for preventive and routine maintenance.
- (f) Maintenance record forms.
- (g) Parts catalogs and sources of spare parts and maintenance materials. Parts catalogs shall include components identified by number for replacement ordering.
- (h) Copies of maintenance service agreements.
- (i) Copies of manufacturer's certificates of warranties and bonds. Provide warranties as required by the General Conditions and individual specification sections.

B. Provide one (1) printed copy of Operation and Maintenance Manuals and one (1) electronic copy in PDF format. All materials contained in the Operation and Maintenance Manuals shall be manufacturer's standard, professionally printed or electronically produced material. "Xerox" copies of printed material or scanned copies electronic documents shall not be acceptable.

- (1) Printed copies shall be bound and indexed into heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Organize hard copies of Operation and Maintenance Manuals into suitable sets of a manageable size. Provide tabs to divide sections within each manual and include a table of contents to reference each sections by tab number. Identify each binder on the spine with the printed title "OPERATION AND MAINTENANCE MANUAL"; Project location and title as listed on the Contract Documents; the Owner's project number as listed on the Contract Documents; and if more than one volume is provided, the volume number of the manual. On the front of each volume of the Operation and Maintenance manual provide a coversheet that includes the information listed below.
- (2) Electronic copies shall include a table of contents that matches the printed copy. Each item in the table of contents shall be linked to the appropriate material within the body of the manual.
- (3) A coversheet shall be provided for both the electronic copy and any printed copies of the Operation and Maintenance manuals and shall include the following information:
 - (a) The printed title "OPERATION AND MAINTENANCE MANUAL".
 - (b) The project title and location as listed on the Contract Documents.

- (c) The Owner's project number as listed on the Contract Documents.
- (d) The name of the Contractor and their contact information.
- (e) For printed copies, if multiple volumes are required the following additional information shall be provided:
 - 1. The volume number
 - 2. The subject matter included in the volume (e.g. Architectural, Plumbing, Fire Protection, Mechanical, Electrical, etc. A more detailed breakdown of the subject matter may be provided as appropriate. For example; Finishes, Doors and Hardware, Elevator, Audio/Visual Systems, Lighting Control, etc.)

C. Upon 80% completion of the total Agreement, the Contractor shall deliver the Operation and Maintenance Manuals to the Owner for review and approval. If a Consultant is employed on the Project, the Operating and Maintenance Manuals shall be submitted directly to the Consultant for review. A copy of the transmittal sent to the Consultant with the Operating and Maintenance Manuals shall be sent to the Owner at the same time.

D. Payment and retainage beyond the limit stated above shall not be due to and owed to the Contractor until the final approved Operation and Maintenance Manuals are delivered to the Owner.

ARTICLE 39 – RECORD DRAWINGS

A. General: The Contractor shall maintain one set of black-line white prints of Record Drawings. Record Drawings shall be kept on site in good condition and shall use colored pencils to markup said set with "record information" in a legible manner. Do not use Project Record Drawings for construction purposes. Protect Project Record Drawings from deterioration and loss. Provide access to Project Record Drawings for Owner's and Consultant's reference during normal working hours.

- (1) Mark Record Drawings to show where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Drawings
 - (a) Record changes to existing conditions or existing conditions found to be different from those shown on the original drawings.
 - (b) Information indicated on Record Drawings shall include, but not necessarily be limited to, the actual installed position of equipment, piping, conduit, light switches, electric fixtures, ducts, dampers, access panels, control valves, drains, openings, and stub outs.
 - (c) Indicate actual circuiting of lighting fixtures, receptacles, and other electrical devices and equipment.
 - (d) Update the project finish schedule to include detailed information of actual finishes selected and installed including, but not necessarily limited to, paint colors, plastic laminate selections, floor coverings, wall coverings, ceiling systems, etc.
 - (e) Include other information as reasonably requested by either the Owner or the Consultant
 - (f) Give particular attention to information on concealed elements that cannot be readily identified and recorded later.

- (g) Accurately record information in an understandable drawing technique.
 - (h) Provide photo documentation where it might provide a better understanding of as-built conditions.
 - (i) Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- (2) Mark record sets with erasable colored pencil to provide contrast between recorded information and original prints. Use other differing colors as required to distinguish between changes for different categories of the Work at the same location.
 - (3) Mark important additional information that was either shown schematically or omitted from original Drawings.
 - (4) Include changes to the Work incorporated into the project by Addendum, Construction Change Directive, Change Order, etc.
 - (5) Clearly mark alternates that were accepted and incorporated into the Work and indicate alternates not accepted by prominently noting as such.
 - (6) Include additional information on Record Drawings as required by individual specification sections included in the Project Manual.
 - (7) Identify and date each Record Drawing; include the designation "RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set. Include identification on cover sheets.

B. Upon Substantial Completion of the Work the Contractor shall deliver the Record Drawings to the Owner for review and approval. If a Consultant is employed on the Project, the Record Drawings shall be submitted directly to the Consultant for review. A copy of the transmittal sent to the Consultant with the Record Drawings shall be sent to the Owner at the same time.

C. Final payment and retainage shall not be due to and owed to the Contractor until the final approved Record Drawings marked by the Contractor as required above are delivered to the Owner.

SUBCONTRACTORS

ARTICLE 40 – SUBCONTRACTS

A. The Director shall, on request, furnish to any Subcontractor, whenever practicable, evidence of the amounts certified on his or her account.

B. The Contractor agrees that he or she is fully responsible to the Owner for the acts and omissions of his or her subcontracts and of persons either directly or indirectly employed by them as he or she is for the acts and omissions of persons directly employed by him or her.

C. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

ARTICLE 41 – ASSIGNMENT

A. The Contractor shall not assign the Agreement or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

WORK BY OWNER OR SEPARATE AGREEMENTS

ARTICLE 42 – SEPARATE AGREEMENTS

A. The Owner reserves the right to let other Agreements in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work except as to defects which may develop in the other Contractor's work after the execution of his work and which were not discoverable at the time of inspection. To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancies between the executed Work and the Contract Documents.

ARTICLE 43 – MUTUAL RESPONSIBILITY OF THE CONTRACTORS

A. Should this Contractor cause damage to any other Contractor on the Work, this Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration if he or she will so settle. If such Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings; and, if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

SCHEDULE AND PROGRESS OF THE WORK

ARTICLE 44 – CONTRACTOR'S CONSTRUCTION SCHEDULE

A. The Contractor, within fifteen (15) days after the issuance of the Notice to Proceed, shall prepare and submit for the Owner's and Consultant's information a Contractor's construction schedule for the Work and shall set forth interim dates for completion of various components of the Work as defined within the Contract Documents. The schedule shall not exceed time limits defined within the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work.

B. The construction schedule shall be in a detailed format satisfactory to the Owner and the Consultant. If the Owner or Consultant has a reasonable objection to the schedule submitted by the Contractor, the construction schedule shall be promptly revised by the Contractor. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Additionally, the Contractor shall submit a revised schedule at intervals as requested by the Owner.

C. In the event the Owner or Consultant determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation:

- (1) working additional shifts or overtime,
- (2) supplying additional manpower, equipment, facilities, and
- (3) expediting delivery of materials

Such measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require said measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall not be entitled to an adjustment in the Agreement sum concerning said measures required by the Owner. The Owner may exercise the rights furnished by the Owner as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the completion date set forth in the Contract Documents.

ARTICLE 45 – REVIEW OF WORK

A. The Consultant and the Owner shall, at all times, have access to the Work; and the Contractors shall provide proper facilities for such access.

B. The Consultant's review of the Work is for the purpose of assuring the Owner that the Contract Documents are being properly executed.

C. The fact that the Consultant or the Owner Representative has failed to observe faulty work, or work done which is not in accordance with the Contract Documents, shall not relieve the Contractor from responsibility for correcting such work without additional compensation.

D. If laws, ordinances, any public authority or these Contract Documents require any work to be specifically tested or approved, the Contractor shall give the Owner timely notice of date fixed for testing.

E. The Consultant or the Director may require project coordination meetings that shall be attended by representatives of the Contractor and appropriate Subcontractors. Material suppliers shall attend coordination meetings if required by the Consultant or Director.

CHANGES IN THE WORK

ARTICLE 46 – CHANGES AND ALTERATIONS

A. The Owner, without giving notice to the Surety and without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the Work, the Agreement sum being adjusted accordingly, subject to the limitations of the Agreement. All such work shall be executed under the conditions of the original Agreement.

B. In giving instructions, the Director shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner. No claims for an addition to the Agreement sum shall be valid unless so ordered.

C. If changes are ordered, the Director, shall value and appraise such changes and add to or deduct from the amount herein agreed to be paid to said Contractor the excess of deficiency occasioned by such alterations as the case may be; but such alterations, or additions before being made shall be stated in writing to the said Contractor by the Owner with the approval of the Director, and with his appraisalment thereof endorsed thereof; which appraisalment shall be binding upon all parties hereto.

ARTICLE 47 – CHANGE ORDERS

A. The Owner, as authorized by its governing body, may authorize written Change Orders regarding changes in, or additions to, Work to be performed or materials to be furnished pursuant to the provisions of the Agreement.

B. The amount of adjustment in the Agreement price for authorized Change Orders will be agreed upon before such Change Orders becomes effective and will be determined as follows:

- (1) By an acceptable unit price or lump sum proposal from the Contractor and the Subcontractors of any tier. Breakdowns shall be of sufficient detail to allow evaluation by the Owner and include a listing of each item of material with unit prices and number of hours of labor for each task.
- (2) By a time and material basis with or without a specified maximum, including all overhead and profit, total cost not to exceed maximum specified. The Owner's Representative will approve the Contractor's time and material for the Work. Time must be submitted on daily time sheets.
- (3) The Contractor shall submit labor rates for all Subcontractors.

C. The Contractor shall provide Change Order pricing and backup in a timely manner. No claim for an addition to the Agreement sum will be valid unless authorized in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may perform Work by force account or accounts. The cost of such Work will be determined by the Contractor's actual labor and material cost to perform the Work plus applicable overhead and profit as outlined above.

D. No changes or additions to work to be performed, materials to be furnished, or in the provisions of the Agreement will be authorized until execution and delivery by the Owner to the Contractor of the written order referred to in this paragraph. Any work completed by the Contractor outside the original project scope without written approval from the Owner will be deemed as a waiver by the Contractor for additional compensation for said work.

PAYMENTS AND COMPLETION

ARTICLE 48 – PAYMENT TO THE CONTRACTOR

A. Payments on account of this Agreement will be made monthly as the Work progresses. The Contractor shall submit to the Owner payment applications on the AIA G702 form or its equivalent and each shall have an original signature and notary seal on it. If requested, receipts or other vouchers showing his payments for materials and labor including payments to Subcontractors shall be included. The Owner shall retain five (5%) percent of the amount of each such estimate until Final Completion has been established. The Contractor shall make out all bills, claims and demands for labor performed, Work done or materials furnished, in three (3) original applications.

B. When a Consultant is involved, the General Contractor shall submit three (3) original applications directly to the Consultant. At the same time, the Contractor shall provide a copy of the transmittal used to send the pay applications to the Consultant to the Office of Business and Support Services, Missouri State University – West Plains, ATTN: Director of Business and Support Services, along with a copy of the payment application, all lien waivers, and all payroll information. Lien waivers and payroll information does not need to go to the Consultant.

C. The Consultant will review the applications and either modify them as necessary, or when acceptable, approve the request by signing all three (3) requests with original signatures. The Consultant will then send two (2) originals directly to the Office of Business and Support Services, retain one (1) original for their files, and forward a copy of the approved pay request to the Contractor to keep the Contractor informed of the approval process.

ARTICLE 49 – STORED MATERIALS

A. Payment for stored material will only be made for equipment or materials that are a major item of value and that span multiple applications for payment. Payment will not be made for miscellaneous items that are readily available from suppliers or materials that are delivered as needed on an ongoing basis.

B. No payment may be made for stored material that are not stored within the project limits or on property owned by the Owner. Stored material should be well-organized, stored under cover well protected from weather and vandalism. The Owner and Consultant should have access to inspect the materials as necessary. No payment shall be certified or approved for payment if not accompanied by the following:

- (1) Invoices that set forth quantities and price substantiating the Contractor's right to payment for stored materials MUST be submitted with each Application for Payment. If an invoice contains items that are not being requested for stored material payment, then the items for which stored material payment is requested shall be clearly denoted;
- (2) An insurance policy rider showing the Contractor has insured the materials against loss or damage by fire (with extended coverage), theft and burglary, with loss payable to the Owner;
- (3) Photographs showing the stored materials and its location;
- (4) "Schedule of values" shall include payment line items for all stored materials.

C. Exception may be considered for material stored in a third-party, bonded warehouse/storage facility located in the West Plains area. The Owner or Consultant must verify that material is stored in a bonded warehouse/facility and that the stored material is segregated from other materials and appropriately identified as Missouri State University – West Plains property.

D. The risk and responsibility for the safety of materials stored off-site and in transit rests with the Contractor, Subcontractors, and Surety.

ARTICLE 50 – PAYMENTS WITHHELD

A. The Owner may withhold on account of subsequently discovered evidence, nullify in whole or in part of any application for payment to such extent as may be necessary to protect the Owner from loss on account of:

- (1) Defective work not remedied or damaged work
- (2) Failure to supply sufficient skilled workers or suitable materials.
- (3) Failure of the Contractor to make payment properly to Subcontractors or for material or labor.
- (4) Claims filed or reasonable evidence indicating probable filing of claims.
- (5) A reasonable doubt that the Work cannot be completed for the unpaid balance of the contract sum.
- (6) Damage to the Owner or another Contractor.
- (7) A reasonable doubt that the Work will not be completed within the contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
- (8) Repeated failure to carry out the Work in accordance with the Contract Documents.
- (9) Failure to submit documents as requested in accordance with the Contract Documents.
- (10) Other reasons as permitted by Missouri law.

B. When the above grounds for withholding approval are removed, approval will be made for amounts withheld.

ARTICLE 51 – RELEASES

A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner releases or lien waivers on a standard form from all persons supplying material or services for the Work described in the Agreement.

B. For the Contractor's convenience, a Final Waiver of Lien form is attached following the General Conditions in Appendix B. Other forms providing the same information may be used in place of this form.

ARTICLE 52 – ACCEPTANCE AND FINAL PAYMENT

A. Final application for payment shall be due at such time as the Work is fully completed and all provisions of the Agreement satisfactorily fulfilled.

B. When Final Completion has been accepted by the Owner, the Contractor shall submit a final application for payment. If the Owner approves the same, the entire balance found to be due to the Contractor, as noted in such final application for payment, shall be due and payable.

C. Before issuance of the final application for payment under this Agreement, the Contractor shall deliver or cause to be delivered to the Owner the items mentioned below along with a verified copy of the Contractor Closeout Checklist included in Appendix B. The Contractor shall verify completion of each item by indicating on the form, the date that each item was provided and initialing the form in the appropriate adjacent space. The University is very interested in closing construction projects out in a timely manner and Contractors must be aware of and submit the items below. The following list is intended to aid the Contractor in properly gathering and submitting closeout items and is not intended to over-ride the requirement for any additional closeout items that may be required elsewhere in the Contract Documents.

- (1) Operation and maintenance manuals (Article 39 – Operation and Maintenance Manuals)
- (2) Warranties (Article 39 – Operation and Maintenance Manuals)
- (3) Operating and Training Instructions as required by the Contract Documents.
- (4) Testing and Balancing Reports as required by the Contract Documents.
- (5) Final Cleaning (Article 32 – Project Site Maintenance)
- (6) Request for Final Inspection (Article 36 – Inspection of Work)
- (7) Completion of Punch List (Article 54 – Prosecution and Completion of the Work)
- (8) Record Drawings (Article 40 – Record Drawings)
- (9) Properly executed final lien waivers or releases from all persons supplying material or services for the Work described in the Contract Documents. (Article 52 – Releases)
- (10) An Affidavit for Compliance with Prevailing Wage Law, in the form as attached following the General Conditions in Appendix B, properly executed by each Subcontractor and the Contractor, (Article 16 – Prevailing Wage)

- (11) Certified copies of all payrolls, consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual, of the Contractor and all Subcontractors working on the project. (Article 16 – Prevailing Wage)
- (12) Keys checked out thru Key Control or Residence Life for any purpose shall be returned and verification of such shall be made. (Article 30 – Key Policy)
- (13) Spare parts and/or attic stock as required by Contract Documents and proof of delivery.
- (14) Change orders (Article 48 – Change Orders)
- (15) Final payment application and supporting documentation (Article 49 – Payment to the Contractor)
- (16) All other items as required by the Contract Documents.

ARTICLE 53 – PROSECUTION AND COMPLETION OF THE WORK

A. The Contractor shall commence Work promptly in accord with the written "Notice to Proceed" as provided in these specifications. Contractor shall prosecute the Work vigorously and diligently so as to cause completion within the time stipulated in the Agreement.

B. If, in the opinion of the Contractor, he or she is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changes in the Work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, or any other cause beyond the reasonable control of the Contractor, he or she shall, within ten (10) consecutive days from the start of such delay, enter written claim with the Director that such delay occurred.

C. Time is expressly declared to be the essence in completion of Work covered by the Contract Documents. It is agreed that the Owner may deduct from the Agreement price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in the accepted Agreement for each calendar day, Sundays and holidays included, after date specified for completion of the project that the entire Work is not substantially complete.

D. When the Contractor considers that the Work, or portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Consultant and the Owner in writing, and shall submit to the Consultant together with such notice (1) a list of items to be completed or corrected, and (2) all permits, certificates, and special warranties required by the Contract Documents, endorsed by the Contractor and in a form reasonably acceptable to the Consultant. Such notice shall be given at least five (5) calendar days prior to the date stated for final inspection. Promptly after receiving such notice, list, permits, certificates, and special warranties, the Consultant will conduct a preliminary review to determine whether or not they are generally complete and correct. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If the Consultant finds on the basis of this review that the Contractor's notice and supporting documents are not generally complete or correct, the Consultant will return them to the Contractor for revision and resubmittal, describing in general the additions and/or corrections required. If the Consultant finds on a preliminary review of the Contractor's resubmittal, that the resubmitted notice and supporting documents are still not generally complete and correct, the Contractor shall again correct and resubmit them. The Contractor may be liable for any change in the Consultant's services resulting from such second and any subsequent preliminary reviews. When the Consultant finds on the basis of a preliminary review that the Contractor's notice and supporting documents are substantially complete and correct, the Consultant will proceed to perform a detailed inspection to determine that the requirements of the Contract Documents for Substantial Completion of the Work have been met. Upon making such a determination, the Consultant will prepare a Certificate of Substantial Completion that shall establish the Date of Substantial Completion of the Work. Warranties required by the Contract Documents shall commence upon the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

E. Certification by the Director of a complete or incomplete status of the Work within the time specified shall be conclusive and binding on the Owner and the Contractor for the purpose of determining whether or not liquidated damages shall be assessed under the terms hereof and the sum total amount due and deductible according thereto.

F. If Substantial Completion has not been given by the date set forth in the Agreement for Final Completion, the Owner without prejudice to any other rights, claims, or remedies has the right to liquidated damages, may back charge the Contractor for all additional expenses incurred by the Owner or Consultant as the result of the extended Agreement period and through final inspection.

G. Final Completion shall be established within 30 days of the date of Substantial Completion unless specified otherwise in writing. Failure to complete the project within this timeframe will allow the Owner the right to initiate liquidated damages in the amount set forth in these Contract Documents. Damages will be charged beyond the date of Final Completion for each calendar day the Work remains undone.

H. Liquidated damages or any matter related thereto shall not relieve the Contractor or his Surety of any responsibility or obligation under this Agreement.

I. It is specifically agreed that the amount fixed as liquidated damages herein is a reasonable forecast of just compensation for harm caused by delay, that such harm is incapable or very difficult of actual determination, and that, because of need and desire of the citizens of the state to utilize the facilities under construction, any delay must result in actual loss.

ARTICLE 54 – GENERAL GUARANTEE

A. Neither the final application for payment nor any provision in the Contract Documents nor partial use of occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor or his sureties of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

B. Warranties required by the Contract Documents shall commence upon the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion. The Contractor or his sureties shall remedy any defects in the Work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of Substantial Completion unless a longer period is otherwise specified. The Owner will give notice of observed defects with reasonable promptness.

C. In case of default on the part of the Contractor in fulfilling this part of the Agreement, the Owner may correct the Work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor.

TERMINATION OF THE AGREEMENT

ARTICLE 55 – OWNER'S RIGHT TO TERMINATE AGREEMENT

A. If the Contractor shall be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or she should persistently or repeatedly refuse or should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instruction of the Owner, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the Owner, if he or she decides the sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

B. If the Contractor refuses or fails to prosecute the Work or any separate part thereof with such diligence as will insure its completion within the time specified, or fails to terminate his right to proceed with the Work or such parts of the Work as to which there has been delay, in such event the Owner may take over the Work and prosecute the same to completion, by the Agreement or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances and plant as may be on the site of the Work and necessary, therefore.

APPENDIX B – CONTRACTING FORMS

Copies of these forms may be made but original information along with **original signatures** need to be on the forms submitted to the Office of Business and Support Services at the time of the submission of the Proposal. Forms can be accessed and filled out electronically from our website at www.design.missouristate.edu.

Form of Agreement

Form of Performance and Payment Bond

Construction Parking Permit Application

Request for Utility Locate

Request for Utility Interruption

Request for Inspection

Missouri Dept. of Labor and Industrial Relations Contractor Payroll Form

Affidavit for Compliance with the Prevailing Wage Law

Final Waiver of Lien

Contractor Closeout Checklist

Form of Contractor Performance Evaluation

FORM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between THE BOARD OF GOVERNORS FOR THE MISSOURI STATE UNIVERSITY, hereinafter called "Owner" and _____ hereinafter called "Contractor," WITNESSETH:

ARTICLE 1 - Scope of the Work - The Contractor shall provide all services necessary to complete the projects as described in the Project Manual entitled **FY20 JOB ORDER CONTRACT SERVICES – WEST PLAINS CAMPUS** in full compliance with the Contract Documents to be provided on a per project basis, including the drawing and printed or written matter explanatory thereof. The General Conditions as supplied in the Project Manual dated May 21, 2019 shall apply to all projects that are to be completed under this Agreement. Specific project requirements will be provided on a per project basis.

ARTICLE 2 - Commencement and Completion - Contractor shall commence the work to be performed hereunder within ten (10) days following receipt of a project request from Business and Support Services notifying the Contractor of a project. This Agreement shall become effective July 1, 2019 and shall remain in force until June 30, 2020.

ARTICLE 3 – Renewals - In accordance with the Contract Documents, this Agreement shall have four (4) renewal periods for the subsequent following fiscal years. The renewals will be at the Owner's sole option for acceptance and renewal. Owner will provide Contractor an annual renewal notice indicating the Owner's acceptance of each renewal period, along with the current Annual Wage Order for each county. This Agreement shall remain effective through each renewal period awarded to Contractor.

ARTICLE 4 - Payment - In full payment of all work to be performed and all materials to be supplied hereunder, the Owner shall pay to the Contractor the total sum agreed to in accordance with the Contractor's proposal dated _____ due for each project, to be paid according to the schedule contained in the General Conditions.

ARTICLE 5 - The Contract Documents - The Contract Documents include all items as defined by the General Conditions.

EXECUTED IN DUPLICATE THE DATE AND YEAR FIRST ABOVE MENTIONED

**THE BOARD OF GOVERNORS FOR THE
MISSOURI STATE UNIVERSITY**

DIRECTOR
BUSINESS AND SUPPORT SERVICES

CONTRACTOR TITLE

DATE

DATE

FORM OF PERFORMANCE AND PAYMENT BOND

Bond No.:

(To be made payable to the Board of Governors in care of the Office of Business and Support Services)

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ Surety, are held and firmly bound unto the MISSOURI STATE UNIVERSITY, in the sum of _____ dollars (\$ _____), for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by the presents WHEREAS, the Principal has, by means of a written agreement dated the ____ day of _____, 20____, entered into a contract with the MISSOURI STATE UNIVERSITY for:

_____ (Project Title)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertaking, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Missouri State University, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for material, lubricants, oil, gasoline, grain, hay feed, coal and coke, repairs on machinery, groceries and food stuffs, equipment, and tools, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or of a similar character (exclusive or maintenance work) in the locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work (exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and Industrial relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the Missouri State University to the use of any such person.

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bound parties have executed the within instrument this _____ day
of _____, 20____.

AS APPLICABLE:

A. An Individual

(Signature)

B. A Partnership

(Signature) Partner

(Signature) Partner

C. Corporation

(Firm Name)

(Signature) President

Surety Name

(Surety Signature)

Attorney-in-fact

Note: Surety shall attach
Power of Attorney

CONSTRUCTION PARKING PERMIT APPLICATION

Form to be filled out by the contractor requesting parking permits and then given to the Office of Business and Support Services 2 working days before parking permits are needed. This form may be emailed to ScottSchneider@Missouristate.edu or faxed to the Office of Business and Support Services at 417-255-7259.

Project Name: _____

Project Number (Number as shown on the plans): _____

Construction Firm: _____

Contractor's Representative (Name): _____

Telephone Number: _____ **Fax Number:** _____

Number of Permits being requested: _____

Beginning date of project: _____

Ending Date of Project: _____

Is construction area to be fenced off? _____

Will construction parking be within fenced area? _____

If fenced off and locked, a key to this area must be on file with the Office of Safety and Transportation.

OFFICE USE ONLY: DO NOT WRITE IN SPACE BELOW

Business and Support Services

Parking Lot Location/No: _____ No. of Permits Allowed: _____

Request authorized by (Print Name): _____

Signature: _____

.....

Number of Parking Permits Issued: _____ Date Issued: _____

Parking Permit Numbers Issued: _____

REQUEST FOR UTILITY LOCATE

The Contractor shall fill out this form in order to request that buried utilities be located at a project site. This form shall be used for requesting locations of Missouri State University owned utilities such as underground electrical, voice/data cabling, domestic water, sanitary sewer, etc. Once filled out, the request shall be sent to the Office of Business and Support Services so formal notification can be made to the departments involved with this request. **A minimum notice of 5 working days** must be given prior to the need for marking of the utilities. Depending upon the extent of the area to be covered by the request and the complexity of the utilities in that area, additional time may be required to fulfill this request. The Contractor shall take this into account when requesting that utilities be located and shall allow ample time for the work to be completed. **The Contractor is responsible for contacting the proper authorities for locating public utilities.**

Upon completion of this form, deliver either in person or by fax (fax number: 417-255-2982) to Physical Plant. Incomplete submissions will be returned without action.

THIS SECTION TO BE COMPLETED BY THE ORGANIZATION REQUESTING THE UTILITY LOCATE.

Project Name: _____ Project Number: _____

Nearest Building: _____ Campus: _____

Nearest Building Address: _____

For building addresses see <http://design.missouristate.edu/UniversityServices/CampusAddresses/default.htm>

Date Submitted: _____ Date utilities are to be marked: _____

Contractor: _____ Phone: _____

Contractor's Representative (Name): _____ Fax: _____

Description of utility locate request:

Provide a site plan marked to indicate the area where utilities are to be located.

Has MOCS been notified: _____ If yes, the MOCS ticket number: _____

THIS SECTION FOR USE BY THE MISSOURI STATE UNIVERSITY AUTHORIZED REPRESENTATIVE ONLY.

Department: _____ Fax number: _____

MSU contact: _____ Requested locate date: _____

Signature: _____ Budget to be charged: _____

FOAPAL

Upon completion of this section of the request form, fax to the Superintendent of Physical Plant at (417) 255-2982

Date faxed to Facilities Maintenance: _____

THIS SECTION FOR USE BY MISSOURI STATE UNIVERSITY FACILITIES MAINTENANCE AND WORK MANAGEMENT ONLY.

Approved by: _____ Work Order number: _____

Date notification forwarded to:

Grounds: _____ Telecommunication Services: _____

Date utility locate completed:

Grounds: _____ Telecommunication Services: _____ Facilities Maintenance: _____

Actual cost: _____

Upon completion of this section of the request form by Facilities Maintenance and Work Management, fax to the Missouri State University authorized representative listed above.

REQUEST FOR UTILITY INTERRUPTION

Form to be filled out by the contractor requesting a utility interruption and then delivered to the Office of Business and Support Services **a minimum of 5 Working Days in advance of the requested outage date**. This form may be emailed to ScottSchneider@Missouristate.edu or faxed to the Office of Business and Support Services at 417-255-7259.

Project Name: _____

MSU Project Number (as shown on the plans): _____

Construction Firm: _____

Contractor's Representative (Name): _____

Telephone Number: _____ Fax Number: _____

Field Contact Number: _____

Affected Building(s): _____
(Attach plan as needed)

Does Project Impact Entire Building? Yes No

If No, which Area(s)? _____

Reason for Outage: _____

Utility Type/Types (Check all that apply)

Domestic Cold Water Heating Air Conditioning
 Domestic Hot Water Electrical Fire Protection

Other: _____

Extent of Outage: _____

Preferred Start Time: _____

Number of Consecutive Hours Needed: _____ Number of Days _____

No Interruption Shall Occur Without Written Approval by the University

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Business and Support Services

Pre-outage Meeting Required: Yes No

Major Admin. Coordinated: _____ Date: _____

Request Authorized by (Print Name): _____

Signature: _____

Facilities Management

Date of Outage: _____ Start Time: _____ End Time: _____

Date: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
By: _____

REQUEST FOR INSPECTION

The general contractor or prime contractor shall fill out this form in order to request an inspection. This form shall be used for milestone inspections as the Work progresses or final inspections. Once it is filled out, the request shall be sent to the Office of Business and Support Services in order to schedule an inspection. By requesting this inspection, the contractor is certifying that the project is ready for inspection. If at the time of inspection it is found that the Work is not ready for inspection, the Owner may charge the Contractor for all expenses related to the inspection and subsequent inspections. A minimum of 5 working days' notice must be given prior to the need for the request.

Upon completion, this form may be delivered to the Office of Business and Support Services in Kellett Hall, 905 West Main Street, West Plains, MO 65775, emailed to ScottSchneider@MissouriState.edu or faxed to the office at 417-255-7259.

Project Name: _____

Project Number (Number as shown on the plans): _____

Building Name: _____

Contractor Name: _____

Inspection Requested by (Name): _____ **Email:** _____

Phone Number: _____ **Fax Number:** _____

Consultant: _____

Area to be inspected: _____

Date of Inspection Requested: _____ **Time:** _____

Work to be covered (mark all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Site Utilities | <input type="checkbox"/> Voice / Data |
| <input type="checkbox"/> Underground / Under Slab | <input type="checkbox"/> Boiler / Pressure Vessel |
| <input type="checkbox"/> In Wall Rough-In | <input type="checkbox"/> Substantial Completion |
| <input type="checkbox"/> Above Ceiling | <input type="checkbox"/> Final Completion |
| <input type="checkbox"/> Elevators | <input type="checkbox"/> Other: _____ |

OFFICE USE ONLY: DO NOT WRITE IN SPACE BELOW

Project Manager: _____

Inspection Date Approved: _____ **Time of Inspection:** _____

Location (Where inspection begins): _____

Email Notification: _____



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

CONTRACTOR PAYROLL RECORDS

(See Sections 290.210 to 290.340, RSMo and 3 CSR 30-3.010 to 8 CSR 30-3.060)

Name of <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor					Address: City: _____ State: _____ ZIP: _____ Phone Number: () - _____												
Name of Public Body					Address: City: _____ State: _____ ZIP: _____ Phone Number: () - _____												
Payroll No.:		For Week Ending: / /		Project and Location:			Project or Contract No.:										
Name and Address of Employee	Occupational Title ***	O.T. or S.T.	Day and Date							Total Hours	Hourly Rate of Pay	Gross Amt					Net Wages Paid for Week
			Hours Worked Each Day									Project Week	FICA & Medicare	Federal & State Withholding Tax	Other	Other	
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*** If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. ***

AFFIDAVIT FOR COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I
(Name)

am the _____ of _____; (2) all
(Title) (Name of Company)
requirements of §§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on

_____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably paid to a trustee or to a third party pursuant to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; (8) when in effect, the requirements of §§ 290.550 through 290.580, RSMo, pertaining to excessive unemployment were fully satisfied; and (9) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§ 290.340, 575.050, or 575.060, RSMo.

Signature

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

My commission expires _____, _____.

Notary Public

FINAL WAIVER OF LIEN

OWNER: The Board of Governors for
Missouri State University
901 S. National Avenue
Springfield, Missouri 65897

PROJECT NAME:

PROJECT #:

WHEREAS THE UNDERSIGNED: _____ has provided labor, services, materials or equipment, for the above project, under an agreement with:

MISSOURI STATE UNIVERSITY

In its capacity as _____ Owner or Owner's agent, _____ Contractor, _____ Subcontractor, _____ Supplier.

Section A: (check and initial **only one** of the following)

Initial

**PARTIAL WAIVER AND RELEASE: IN CONSIDERATION OF PARTIAL PAYMENT
OR**

Initial

FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT

for all labor, services, materials or equipment provided in the amount of:

(_____ AND _____ /100) (\$ _____)

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above and as limited below:

Section B: (check and initial **only one** of the following)

Initial

CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON

RECEIPT OF PAYMENT and final bank clearance of said remittance in the above amount. The remittance identified as payment and endorsed by the Undersigned marked "paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon, this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT

of the total amount of (\$ _____) in previous payment and does hereby grant unconditional release of all above described claims for that amount.

OR

Initial

UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF

PAYMENT in the above amount for labor, services, materials or equipment as described herein, and does hereby grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

State of: _____)
County of: _____) SS

COMPANY NAME:

Subscribed and sworn to before me this

_____ day of _____ 20 _____

ADDRESS:

NOTARY PUBLIC:

SIGNED: _____

SIGNED: _____

TITLE: _____

My Commission Expires:

CONTRACTOR CLOSEOUT CHECKLIST

The Contractor shall deliver or cause to be delivered to the Owner the following items. The Contractor shall verify completion of each item by indicating the date that each item was provided and initialing the form in the appropriate adjacent space. This form shall be completed and provided to the Owner before issuance of the final application for payment. The following list is intended to aid the Contractor in properly gathering and submitting closeout items and it is not intended to over-ride the requirement for any additional closeout items that may be required elsewhere in the Contract Documents.

Project Title:

Project Number:

Contractor:

Prepared By:

	Description:	Date Completed:	Verified By (Initials):
1.	Operation and maintenance manuals (To be submitted at 80% completion of Work) (Article 39 – Operation and Maintenance Manuals)		
2.	Warranties (Article 39 – Operation and Maintenance Manuals)		
3.	Operating and Training Instructions as required by the Contract Documents.		
4.	Testing and Balancing Reports as required by the Contract Documents.		
5.	Final cleaning (Article 32 – Project Site Maintenance)		
6.	Request for Final Inspection (Article 36 – Inspection of Work)		
7.	Completion of Punch List (Article 54 – Prosecution and Completion of the Work)		
8.	Record drawings (Article 40 – Record Drawings)		
9.	Final lien releases or waivers from all persons supplying material or services for the Work (Article 52 – Releases)		
10.	Affidavits of Compliance with the Prevailing Wage Law, in the form as provided in Appendix B of the General Conditions, properly executed by the Contractor and each subcontractor (Article 16 – Prevailing Wage)		
11.	Certified copies of the payrolls for the Contractor and each subcontractor (Article 16 – Prevailing Wage)		
12.	Return all keys to Key Control and verification of such is made (Article 30 – Key Policy)		
13.	Provide spare parts and/or attic stock as required by the Contract Documents along with proof of delivery		
14.	Sign and submit all change orders (Article 48 – Change Orders)		
15.	Final application for payment and supporting documentation (Article 49 – Payment to the Contractor)		
16.	All other items as required by the Contract Documents		

FORM OF CONTRACTOR PERFORMANCE EVALUATION

Date:

Project Number:

Project Title:

Contract Number:

Period: Const. (In Progress) Const. (Completion)

Contractor:

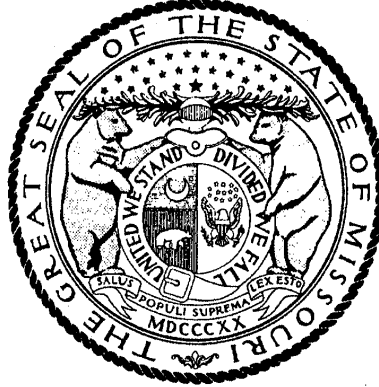
Date of Substantial Completion:

Evaluation Scoring:			
Rate the firm with scores 6 thru 1. 6 = Strongly Agree 5 = Agree 4 = Somewhat Agree 3 = Somewhat Disagree 2 = Disagree 1 = Strongly Disagree N/A = Not Applicable Comments are required if any score is 3 or less			
Evaluation Criteria:		PM	CA
1.	The contractor returned their agreement, certificate of insurance, and bond in accordance with the Contract Documents.		
2.	The contractor communicated with the A/E and/or Owner in accordance with the Contract Documents.		
3.	The quality and timeliness of paperwork submissions was acceptable.		
4.	The contractor submitted, followed, and updated a written schedule of values.		
5.	The contractor submitted, followed, and updated a construction schedule.		
6.	The contractor submitted a monthly application for payment accurately.		
7.	The contractor submitted certified payroll reports on a monthly basis.		
8.	The certified payroll reports included complete and accurate information.		
9.	The contractor remediated certified payroll report discrepancies upon notification.		
10.	Material deliveries and performance was in accordance with the contractor's schedule.		
11.	The contractor was represented at progress meetings by a person with decision-making authority.		
12.	The contractor adequately staffed the project with skilled workers, superintendents, foreman, or managers.		
13.	The contractor engaged the proper subcontractors on the project for the type of work required.		
14.	The materials and workmanship were in compliance with the Contract Documents.		
15.	The contractor complied with site regulations in accordance with the Contract Documents.		
16.	The contractor coordinated disruption of facility operations with the Owner and occupants.		
17.	The contractor did not cause any delays to the project.		
18.	The contractor worked to actively resolve problems.		
19.	The contractor coordinated and cooperated with other contractors, suppliers, and the Owner's project personnel.		
20.	The supervision of the work was in accordance with the Contract Documents.		
21.	The contractor effectively managed project costs and worked to minimize change orders.		
22.	The contractor provided written documentation requesting approval of any modifications made to the subcontractor and supplier listing.		
23.	A complete and final invoice with backup was submitted?		

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 046

HOWELL COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director
Division of Labor Standards

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

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

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			\$26.22	56	28	\$12.00
Boilermaker	6/18		\$36.41	126	7	\$30.81
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/18		\$27.07	62	43	\$17.10
Cement Mason			\$13.50	FED		\$0.52
Communication Technician			\$30.58	21	48	\$12.20 + 10%
Electrician (Inside Wireman)			\$30.58	21	48	\$12.20 + 10%
Electrician (Outside-Line Construction\Lineman)			\$44.56	43	45	\$5.75 + 36%
Lineman Operator			\$38.35	43	45	\$5.75 + 36%
Groundman			\$29.48	43	45	\$5.75 + 36%
Elevator Constructor	6/18	a	\$48.54	26	54	\$34.395
Glazier			\$23.35	36	52	\$6.71
Ironworker			\$29.65	50	4	\$29.05
Laborer (Building):						
General			\$25.26	110	80	\$13.09
First Semi-Skilled			\$27.16	110	80	\$13.09
Second Semi-Skilled			\$12.00	FED		
Lather	6/18		\$27.07	62	43	\$17.10
Linoleum Layer and Cutter	6/18		\$33.43	92	26	\$17.00
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright			\$24.89	61	4	\$16.40
Operating Engineer						
Group I	6/18		\$29.16	86	66	\$27.17
Group II	6/18		\$29.16	86	66	\$27.17
Group III	6/18		\$27.91	86	66	\$27.17
Group III-A	6/18		\$29.16	86	66	\$27.17
Group IV	6/18		\$26.93	86	66	\$27.17
Group V	6/18		\$29.86	86	66	\$27.17
Painter			\$9.00	FED		\$0.21
Pile Driver	6/18		\$27.07	62	43	\$17.10
Pipe Fitter			\$44.48	2	33	\$21.15
Plasterer			\$17.50	FED		\$1.41
Plumber		b	\$39.25	91	69	\$27.18
Roofer \ Waterproofer	6/18		\$24.07	10	2	\$11.81
Sheet Metal Worker			\$29.17	4	24	\$14.45
Sprinkler Fitter - Fire Protection	6/18		\$35.84	33	19	\$21.42
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$17.50	FED		\$1.41
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$25.685	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$14.00	FED		
Group II			\$25.695	35	36	\$8.65
Group III			\$13.50	FED		\$0.52
Group IV		c	\$25.805	35	36	\$8.65

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

**REPLACEMENT PAGE
HOWELL COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. 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. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

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. 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.

**REPLACEMENT PAGE
HOWELL 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. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single 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. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**REPLACEMENT PAGE
HOWELL COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**REPLACEMENT PAGE
HOWELL COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

NO. 62: Means eight (8) hours shall constitute a working day between 7:00 a.m. to 3:30 p.m. or from 8:00 a.m. to 4:30 p.m. exclusive of a one-half (½) hour lunch break. Monday through Friday shall constitute the regular work week. Starting and quitting time may be moved up or set back where conditions warrant; however, a notification for each project must be made prior to working 4-10's. All time over the regular work day as defined and all hours worked on Saturday shall be paid at the rate of one & one-half (1½) the regular rate of wages. If a job can't work forty (40) hours Monday through Friday because of inclement weather, Friday (if working 4-10's) or Saturday (if working 5-8's), may be worked as a make-up day at straight time. In the event that Friday (if working 4-10's) or Saturday (if working 5-8's) is utilized as a workday, any employee that has been absent from work during the week shall be paid the straight time rate until such time that the employee has earned forty (40) hours of straight time pay. If any employee is required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**REPLACEMENT PAGE
HOWELL COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half ($\frac{1}{2}$) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half ($1\frac{1}{2}$) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half ($1\frac{1}{2}$) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half ($1\frac{1}{2}$). All work done on Saturday will be done at time and one-half ($1\frac{1}{2}$), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half ($1\frac{1}{2}$), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half ($1\frac{1}{2}$) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half ($1\frac{1}{2}$) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half ($1\frac{1}{2}$) overtime rate. Overtime shall be computed at half-hour intervals. Shift work: Where it is necessary for the project to operate in shifts, a twenty-four (24) hour or sixteen (16) hour daily schedule shall be established for not less than three (3) consecutive days at the wage rates applicable to the work being performed. One-half ($\frac{1}{2}$) hour in eight (8) hour shift shall be allowed for lunch for which there will be no deduction in the pay of the employee. Employees on the second shift shall be paid twenty-five cents (\$.25) per hour more and employees on the third shift fifty cents (\$.50) per hour more than those on the first shift. Overtime shall be computed after shift differential is added to base pay.

**REPLACEMENT PAGE
HOWELL COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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. 126: 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 \$29.15 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 \$1.66 of the fringe benefit portion of the prevailing wage may be paid at straight time.

HOWELL COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

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, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

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

NO. 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. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOWELL COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

NO. 43: All of the following days or assigned days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11th), 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 these eight (8) hours is to be paid the employee unless worked. If the employee is 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. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 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. 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.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**HOWELL COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 80: The following days shall be recognized as Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In the event that any of these Holidays fall on a Saturday, the preceding Friday shall be observed; if on a Sunday, the following Monday shall be observed. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half hour intervals.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/18	\$30.57	23	16	\$17.10
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer	6/18	\$24.53	32	31	\$11.44 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer	6/18	\$18.14	32	31	\$8.42 + 3%
Laborer					
General Laborer	6/18	\$29.26	2	4	\$13.82
Skilled Laborer	6/18	\$29.26	2	4	\$13.82
Millwright	6/18	\$30.57	23	16	\$17.10
Operating Engineer					
Group I	6/18	\$28.34	21	5	\$27.06
Group II	6/18	\$27.99	21	5	\$27.06
Group III	6/18	\$27.79	21	5	\$27.06
Group IV	6/18	\$24.14	21	5	\$27.06
Oiler-Driver	6/18	\$24.14	21	5	\$27.06
Pile Driver	6/18	\$30.57	23	16	\$17.10
Traffic Control Service Driver		\$25.685	26	25	\$9.045
Truck Driver-Teamster					
Group I		\$29.14	25	21	\$12.85
Group II		\$29.30	25	21	\$12.85
Group III		\$29.29	25	21	\$12.85
Group IV		\$29.41	25	21	\$12.85

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

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

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

HOWELL COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

HOWELL COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

HOWELL COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

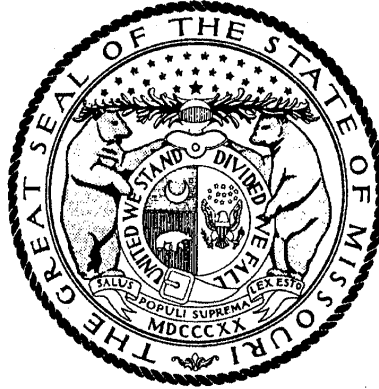
NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 118

WRIGHT COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Matt Cowell, Director
Division of Labor Standards

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

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

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			\$26.22	56	28	\$12.00
Boilermaker	6/18		\$37.91	57	7	\$29.38
Bricklayer and Stone Mason	6/18		\$28.25	24	74	\$17.70
Carpenter	6/18		\$25.68	61	4	\$16.65
Cement Mason	6/18		\$24.24	64	4	\$11.10
Communication Technician			\$22.00	FED		\$11.78
Electrician (Inside Wireman)			\$25.92	21	48	\$12.20 + 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	6/18	a	\$46.91	26	54	\$34.355
Glazier			\$23.35	36	52	\$6.71
Ironworker	6/18		\$30.30	50	4	\$29.65
Laborer (Building):						
General	6/18		\$21.99	112	4	\$12.68
First Semi-Skilled	6/18		\$24.47	112	4	\$12.68
Second Semi-Skilled	6/18		\$22.67	112	4	\$12.68
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/18		\$25.58	123	78	\$16.65
Marble Mason			\$22.24	124	74	\$13.05
Marble Finisher			\$14.35	124	74	\$9.52
Millwright	6/18		\$25.68	61	4	\$16.65
Operating Engineer						
Group I	6/18		\$26.84	84	4	\$14.24
Group II			\$29.06	86	66	\$26.00
Group III			\$27.81	86	66	\$26.00
Group III-A	6/18		\$25.05	84	4	\$14.24
Group IV						
Group V	6/18		\$16.10	84	4	\$14.24
Painter			\$29.03	105	16	\$12.08
Pile Driver	6/18		\$25.68	61	4	\$16.65
Pipe Fitter			\$44.48	2	33	\$21.15
Plasterer			\$17.00	FED		
Plumber			\$30.10	19	1	\$15.02
Roofer \ Waterproofer	6/18		\$24.07	10	2	\$11.81
Sheet Metal Worker			\$29.17	4	24	\$14.45
Sprinkler Fitter - Fire Protection	6/18		\$35.84	33	19	\$21.42
Terrazzo Worker			\$29.55	124	74	\$14.76
Terrazzo Finisher			\$19.22	124	74	\$14.76
Tile Setter			\$22.24	124	74	\$13.05
Tile Finisher			\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$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
WRIGHT COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. 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. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

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. 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.

**REPLACEMENT PAGE
WRIGHT COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

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.

**REPLACEMENT PAGE
WRIGHT COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

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 makeup 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 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

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 \$27.51 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 \$1.87 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**REPLACEMENT PAGE
WRIGHT COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

**REPLACEMENT PAGE
WRIGHT COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 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. 105: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

**REPLACEMENT PAGE
WRIGHT COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

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.

WRIGHT COUNTY BUILDING CONSTRUCTION - HOLIDAY SCHEDULE

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, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, it will be celebrated on Saturday.

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

NO. 16: There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at 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. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

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.

**WRIGHT COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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.

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. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 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	6/18	\$29.85	23	16	\$17.10
Electrician (Outside-Line Construction\Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer	6/18	\$23.02	31	30	\$5.75 + 28%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer	6/18	\$18.62	31	30	\$5.75 + 28%
Laborer					
General Laborer	6/18	\$25.16	4	18	\$13.67
Skilled Laborer	6/18	\$25.71	4	18	\$13.67
Millwright	6/18	\$29.85	23	16	\$17.10
Operating Engineer					
Group I	6/18	\$31.32	5	15	\$15.20
Group II	6/18	\$30.97	5	15	\$15.20
Group III	6/18	\$30.77	5	15	\$15.20
Group IV	6/18	\$28.72	5	15	\$15.20
Oiler-Driver	6/18	\$28.72	5	15	\$15.20
Pile Driver	6/18	\$29.85	23	16	\$17.10
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I		\$29.57	12	3	\$12.85
Group II		\$29.73	12	3	\$12.85
Group III		\$29.72	12	3	\$12.85
Group IV		\$29.84	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.

WRIGHT COUNTY HEAVY CONSTRUCTION - OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 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 makeup 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.

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.

**WRIGHT COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

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 makeup 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.

WRIGHT COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

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.

WRIGHT COUNTY HEAVY CONSTRUCTION - HOLIDAY SCHEDULE

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.

INTRODUCTION

ARTICLE 1 – SUMMARY OF WORK

A. Missouri State University extends an invitation to interested construction firms to submit a written response for proposing Job Order Contracting Services Missouri State University – West Plains. It is intended that this Agreement be used primarily for repair and replacement work, however, the Owner may use the Agreement for minor projects involving new construction or renovation projects should the need arise.

B. The Contractor shall perform multiple repair and replacement projects as defined within these Contract Documents for Missouri State University – West Plains, through the Office of Business and Support Services at the University acting as its representative. All services shall be performed in accordance with the terms and conditions contained herein. The attached General Conditions shall be incorporated into the award of this Agreement and each project awarded under this Agreement shall be bound by the terms and conditions listed unless specifically modified.

C. The intent of this Agreement is for work that is minor in nature and shall not exceed \$30,000.00 per project. The cumulative total of individual projects may not exceed \$100,000.00 during the fiscal year of the Agreement. The length of Agreement shall be suspended for that fiscal year at either reaching an awarded value of \$100,000.00 or June 30, 2020, whichever comes first. The Agreement, if renewed, will begin again at \$0.00 in awarded work for the following fiscal year and shall again be suspended for that fiscal year at either reaching an awarded value of \$100,000.00 or the end of the fiscal year, whichever comes first.

D. Work may be required under this Agreement on University properties in Howell and Wright counties.

E. All services shall be performed on an as needed, if needed, basis as requested by the Owner to the sole satisfaction of the Owner. The Contractor shall understand and agree that the Owner does not guarantee any specific usage of the Contractor's services. The Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the Owner may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the Contractor's services.

F. The Contractor shall provide services on a project basis only as requested by the Office of Business and Support Services. The Contractor may be requested to complete several projects simultaneously. Nothing in this Agreement shall be construed as limiting the Contractor to one-project-at-time schedule. The Office of Business and Support Services will assign a Project Manager to each project being requested.

CONTRACT REQUIREMENTS

ARTICLE 1 – CONTRACT MULTIPLIERS

A. The Proposer shall provide a multiplier to the published wage rates as determined by the Division of Labor for the counties where the work may occur. The Proposer is given the opportunity to provide different multipliers for the different counties should they desire. This multiplier shall include the total compensation package (basic rate + fringe benefits), and any social security taxes, unemployment taxes, workers compensation, and any other applicable employment costs if any. The multiplier will be inclusive of all costs associated with the labor rates. No additional mark-ups over the published wage rates will be allowed or considered over the multiplier provided by the Proposer in the Request for Proposal for this work.

B. The Proposer shall provide a multiplier to the actual cost of any materials to be used on a project. This multiplier will be used for all materials used. The Contractor will be required to submit copies of actual invoices for the material used on the project for review and approval. Portions of the project that may be constructed off site shall be charged to the project as a unit cost. This unit cost shall be part of any work plan submitted by the Contractor for approval. The multiplier for materials will be allowed to be applied toward this type of material.

C. If the Owner supplies any materials for a project, the Contractor will be allowed to calculate the materials multiplier against these Owner supplied materials so it may be included in the work plan to be submitted by the Contractor. The Owner will provide a fair value for these materials. For inclusion of this multiplier in the cost of the project, the Contractor will be expected to coordinate the materials, including deliveries, and any moving costs associated with the installation of the materials. The Contractor will be responsible for the proper installation of these materials. Any warranty on the materials will be the responsibility of the Owner, but the Contractor will be responsible for any warranty on their installation.

D. If the Contractor provides a portion of the work that has been constructed off site, the Contractor shall treat this cost as a unit price for materials, and the material multiplier will be allowed on these items. The unit price and its material multiplier shall be part of any work plan submitted by the Contractor for approval. The Contractor will not be allowed a material multiplier applied to the materials used in such a product and then be allowed an additional materials multiplier for the finished product. Only one multiplier will be allowed.

E. The Proposer shall provide a multiplier to the actual cost of any rental equipment required for the project. To set the basis for the multiplier, contact King Block at Rental Supply at 417-414-7174 or email kblock@rental-supply.com for university discounted rates. The multiplier will be used for all equipment listed in the document specified. The use of hand tools normally associated with construction shall be included in the Proposer's overhead and profit and will not be subject to any rental rate or multiplier.

F. The Proposer shall provide one number for all overhead and profit to be associated with this Agreement. This number, specified as a multiplier, shall be applied to the subtotal of all other portions of the work. The overhead and profit number shall include all supervision of the project, the Proposer's project manager, the Proposer's office support staff, and the use of any equipment associated with the success of the project (for example, automobiles and their cost to operate used to transport people to the job site, copy or fax machines, phones, office rent, office utilities, etc.) The overhead and profit shall include the costs of all items not specifically called out above outside of sub-contractor and services bids.

ARTICLE 2 – SUBCONTRACTS AND SERVICES

A. The Contractor shall list all sub-contracts, sub-contractors, and services that will be used on a project in the submitted work plan. The cost for these items shall be shown as a direct cost to the project with no direct multiplier attached to these costs. Only the overhead and profit multiplier will be allowed on these costs.

B. Services are defined as work that needs to be done for the project outside of typical construction work. An example of such a service is trash removal.

POST AWARD CONTRACT REQUIREMENTS

ARTICLE 1 – PROJECT REQUEST

A. Under this Agreement, the Owner, through the Office of Business and Support Services will submit a Request for Work Plan to the successful Proposer for subsequent action. The projects requested by the Owner will be based on the Owners need. This request will initiate the start of an individual project request. Multiple projects request may be made to the Contractor. No project will be split in any fashion to avoid the per project limit of \$30,000.00 under this Agreement.

B. To avoid unnecessary duplication of materials, each project request will be a sub-award to the award of this project, and original requirements will not be copied for each project. The General Conditions and Wage Rate Determinations will be as proposed under the FY20 Job Order Contracting Services dated May 21, 2019 or until revised and submitted to the successful Contractor. The General Conditions and wage rates required for each subsequent project award under this Agreement shall apply to each individual project awarded under this Agreement unless otherwise noted.

ARTICLE 2 – WORK PLAN

A. Within ten (10) calendar days of written notification by the Office of Business and Support Services of a potential project, the successful Contractor shall provide a written work plan that includes the following items to the assigned Project Manager at the Office of Business and Support Services.

1. The Contractor shall review the scope of work requested and visit the job site as necessary to provide a complete estimate. At a minimum, the work request will be in the form of a written scope of work and may include specifications and/or drawings. Non-complex projects may have simplified Contract Documents requirements provided.

2. The Contractor shall supply a guaranteed not-to-exceed total cost to the University for the requested work. This cost shall be in accordance with the items proposed under this Agreement and include the following:

a. The Contractor shall provide a list of all man-hours needed to complete the project broken out by labor type as defined by the Division of Labor Wage Determination for the applicable county. The multiplier provided by the Contractor in the accepted Proposal Form will be applied towards these man-hour costs.

b. The Contractor shall provide a list of all building materials, and supplies that will be required to complete the project. A firm, fixed price must be provided for all these items based on the requirements of the project with the multiplier applied to the net cost as indicated on the accepted Proposal Form. The list must be presented whether or not the Contractor shall provide some or all of the materials, supplies, and/or tools and equipment for the project. Each item(s) supplied costing over one hundred dollars (\$100.00) each shall be itemized as a single line item on the Contractor's estimate.

c. The Contractor shall provide a list of the tools and equipment, including specialty tools and equipment owned by the Contractor along with the time of use, which will be required to complete the project. The cost of such tools and equipment owned, rented or leased will be based upon the rental rate with the multiplier applied to the net cost as indicated on the accepted Proposal Form.

d. The Contractor shall summarize all costs associated with the project into a not-to-exceed one-page summary of the costs along with the total project cost including the overhead and profit multiplier.

e. The cost estimate shall remain valid for sixty (60) days from the date noted on the estimate or the date it is received by the owner, whichever is later.

3. A list of all suppliers and subcontractors to be used on the project shall be provided at this time. No changes shall be made to the subcontractor list provided will be allowed except as provided under the General Conditions of this Agreement.

4. A complete construction schedule including the date of anticipated start on the project and the completion date of the project. Allowances shall be made for materials and supply lead times, shipping, etc., as needed and shall be included in the construction schedule.

ARTICLE 3 – ESTIMATES

A. The Owner recognizes that estimates require time and effort to prepare and this must be considered reimbursable should a project estimate be requested and the project not carried out. Therefore the Owner shall pay for the cost to prepare the estimate at a rate of \$100.00 for each project estimate not awarded within sixty (60) days from the date of the Contractor's written work plan as describe as follows. Should the Owner award the project within the sixty days, the Contractor agrees and understands that the costs to prepare estimates will not be paid but will be considered part of the overhead and profit included on the project.

ARTICLE 4 – PROJECT AWARD

A. The assigned Project Manager shall review the Work Plan submitted by the Contractor for each individual project and has the right to accept or reject any or the Contractor's entire written work plan. If the assigned project coordinator accepts the Contractor's written work plan, a Notice-to-Proceed will be issued to the Contractor communicating acceptance of the written work plan along with any modifications to the work plan necessary.

B. After receiving the Notice to Proceed from the Owner, the Contractor shall provide qualified personnel, materials, tools, and equipment necessary for completing the project.

C. The Owner may or may not provide some or all the building materials, supplies and/or tools and equipment required to complete the project. The project request will note such items when it is issued to the Contractor. Unless specifically noted otherwise, the Contractor shall be required to provide all building materials, supplies and/or tools and equipment required by the project.

ARTICLE 5 – GENERAL GUARANTEE

A. As required under the General Conditions, the Contractor shall guarantee all material and labor furnished under this Agreement for a period of one (1) year from the date of substantial completion unless a longer period is specified in the project request. See the General Conditions for further information.

ARTICLE 6 – CLEAN-UP

A. Included in the not-to-exceed total cost for the project will be the necessary costs associated with clean-up activities. The Contractor shall remove any dirt or debris from the construction of the project. The project shall be left clean as specified in each project request. The Contractors are not to use University trash dumpsters for trash disposal. The Contractor shall make his or her own arrangements for trash removal.

ARTICLE 7 – CHANGES IN SCOPE OF WORK

A. The Contractor shall agree and understand that the assigned project Manager may make changes in the scope of a project (size, configuration, etc.) prior to and during the Contractor's work on the project. When the assigned Project Manager notifies the Contractor of such changes, the Contractor must respond to the proposal request in writing. This written response shall state what changes, if any, are involved with the requested modification. Any changes shall be broken out in a similar fashion as stated under Paragraph A above. Prior to making any changes, the Contractor shall receive written approval from the Project Manager. No additional charges or expenses will be paid to the Contractor without written authorization from the Project Manager. All approved modifications will be incorporated into the Agreement via a change order.

ARTICLE 8 – PROJECT CLOSEOUT

A. Upon completion of a project, the Project Manager from the University shall review the project for compliance with the Contract Documents. All items found not in compliance will be noted in a punch list prepared for the project. If found to be in substantial compliance with the Contract Documents or the deficiencies have been corrected, the Owner will provide the Contractor with a Certificate of Substantial Completion to document the completion date and acceptability of the completed project. If the project is not acceptable to the Owner, the Contractor shall take correction action as determined necessary by the assigned Project Manager.

B. Prior to the individual project closeout, the Contractor shall provide to the Owner all Operations and Maintenance manuals, as-built drawings, equipment warranties, etc.

C. At any request for payment and at the completion of the project, the Contractor shall submit to the Project Manager all documentation needed to substantiate the not-to-exceed cost submitted and approved by the Owner prior to the commencement of the work. This documentation shall include all wage and time records in conformance with the Division of Labor Prevailing Wage Determinations, time records for any equipment charged against this project, and all material invoices in accordance with this Agreement. All documentation shall be in accordance with the terms of this Agreement. All such back up shall be submitted, reviewed and approved by the Owner prior to the release of final payment.

D. Retainage will be held at 5% through the life of each individual project until completion of that project. Upon the successful closeout of the individual project, amount identified within the Work Plan and any related Change Orders will be paid in full and no further retention will be held until the expiration of the Agreement.