

**REQUEST FOR PROPOSAL**  
**FOR**  
**CONSTRUCTION OF MAINTENANCE BUILDING**

Benton County, Missouri  
P.O. Box 1238  
Warsaw, Missouri 65355  
(660) 438-7406

Issued: October 15, 2014

Submission Deadline: October 31, 2014, 5:00 p.m.

## SPECIFICATIONS

Benton County, Missouri ("Benton County" or the "County") invites proposals for the construction of a maintenance building from qualified contractors ("Contractor"). Any work intended to be subcontracted as part of the proposal submittal must be accompanied by background materials and references for proposed subcontractors.

1. Request for Proposal: Benton County seeks to contract for the construction of a maintenance building for the use of Benton County. Notice of this RFP was published on October 15 in the newspaper and on the Benton County website. This RFP packet was made available in the Benton County Clerk's office and on the Benton County website.
2. Submission Deadline: October 31, 2014, 5:00 p.m.
3. Pre-Bid Meeting: A pre-bid meeting will be held on October 22, 2014 at 10:00 a.m. at 33500 Yoder Avenue, Warsaw, Missouri 65355. The purpose of this meeting is to provide an opportunity to view the site for the proposed project, answer any questions and clarify issues regarding this RFP and the proposed project.
4. Submission Information: Proposals conforming to the requirements set forth in this RFP must be received by October 31, 2014 at 5:00 p.m. at the office of the Benton County Commission or by mail at P.O. Box 1238, Warsaw, Missouri 65355. All responses to this RFP must be addressed to the attention of the Benton County Commission.
5. Scope of Work: Contractor will be responsible for the construction of a building on real estate owned by Benton County. Attached as Exhibit A is a rough drawing of the proposed building, with the desired layout. Note that Contractor will not be responsible for in-fill, constructing interior partitions of the building, or finishing plumbing or electrical service in the building, other than as specifically set forth in this RFP.

Contractors may submit responses with respect to one or both of the following proposed options:

Option One: Red iron I-beam/trusses with metal walls and roof covering.

Option Two: Stick frame construction with metal walls and roof covering.

General specifications: The general specifications of the building should include the following:

- (a) General dimensions: Four thousand (4000) square foot building, plus or minus. Approximately fifty foot (50') by eighty foot (80') with fourteen foot (14') side walls. Walls must be insulated with a minimum R-19 factor. The roof must be insulated with a minimum R-30 factor.

Alternate: Contractor may propose dimensions that are larger or smaller than 50'x80' for cost efficiency, however, building should not be less than approximately forty-eight foot (48') by seventy-five foot (74').

- (b) One (1) three foot (3') walk-in door, insulated, as depicted in Exhibit A.
- (c) Three (3) twelve foot (12') high by fourteen foot (14') wide garage doors, insulated. Two on eave side, one on gable end, as depicted in Exhibit A. Cost proposal should include cost for three (3) garage door openers including equipment, labor and installation.

Alternate: Cost to install One (1) fourteen foot (14') high by fourteen foot (14') wide garage door on gable end of building, instead of One (1) 12'x12' door described above.

- (d) Six inch (6') thick concrete floor with footings for frost line, rebar reinforcement. Two (2) floor drains run to outside/daylight over two garage door bays, as depicted in Exhibit A.
- (e) Rough-in plumbing with sleeves for one (1) toilet, one (1) shower, and one (1) sink, in locations depicted in Exhibit A.
- (f) Rough-in electrical service, with service line and install 200 amp electrical service breaker box, in location depicted in Exhibit A.

Contractor must provide its own tools, materials, equipment, supplies, employees, driver and safety training and certification, insurance (including workers' compensation and general liability), and other labor, materials, licenses, certifications, and training necessary to perform the services described in this RFP. Contractor will be responsible for compliance and certification with all local, state, and federal laws, rules, and regulations.

6. Drawing of Proposed Project. Attached as Exhibit A is a rough drawing of the proposed building. This information is provided for informational purposes in order to provide potential contractors with a visual depiction of the proposed project and should not be construed as a to-scale architectural or engineering drawing which should be relied upon in constructing the proposed building in the event a contract is awarded pursuant to this RFP.

7. Review and Acceptance of Submissions: The County reserves the right to waive irregularities and to reject any or all proposals, to waive any and all technicalities, to consider the financial stability of the company or individual submitting the proposal, and to consider the ability of the company or individual to meet the requirements set forth in this RFP and attached documentation. The County reserves the right to accept or reject any or all bids in whole or in part, or to waive any formality therein. Any response received after the time and date specified may not be considered. Modifications to responses after the submission deadline may not be considered.

8. Tax Exempt Status: Benton County is a political subdivision of the State of Missouri and as such, is exempt from all state and local taxes. Appropriate proof of exemption will be provided to the company or individual whose proposal is accepted.

9. Criteria: A proposed Contractor's proposal will be evaluated to determine the lowest and best bid including, but not limited to, the following criteria:

- (a) General reputation of Contractor and its services;
- (b) Quality of Contractor's services;
- (c) Contractor's proposed cost;
- (d) Contractor's financial soundness;
- (e) Extent to which Contractor and its services meet the needs and specifications of the County as set forth in this RFP;
- (f) Background and experience in performing the services which are the subject of this RFP;
- (g) Contractor's ability to provide the relevant labor, materials, and supplies to provide the requested services;
- (h) Contractor's agreement to the Construction Agreement;
- (i) Contractor's past relationship with the County;
- (j) Contractor's ability to comply with all local, state, and federal laws

10. Required Information to be Submitted: Contractor should provide the following information:

- (a) A letter of interest, signed by a duly authorized officer or representative of the Contractors, or the completed bid form attached to this RFP;
- (b) Name and location of the Contractor, the number of years the company has been in business, and a summary of Contractor history and experience;
- (c) The name of the person who would be the official contact person in performing the services described in this RFP;
- (d) Proof of general liability and workers' compensation insurance;
- (e) Estimated time frame for completion of the project;
- (f) Detailed pricing proposal, including the cost of all drawings, labor, materials, and other expenses required for completion of the project;
- (g) Name, addresses and descriptions of any subcontractors that Contractor would contract with to perform the services described in this RFP, and identify which portions of the project will be performed by independent contractors or subcontractors. Note that all independent contractors will be required to have workers' compensation insurance;
- (h) Two (2) references, including name, organization, address, and telephone number for which Contractor has performed similar services;
- (i) Any limitations or exceptions to Contractor's proposal.

11. Requirements: By submitting a response, Contractor acknowledges and certifies that the response and any contract awarded as a result of this RFP shall be subject to the following requirements:

- (a) The proposal is signed by an authorized representative of the company;
- (b) Written Contract. If a contract is awarded as a result of this RFP, the Contractor selected will be required to execute a written agreement prior to performing any work which is the subject of this RFP in substantially the form of the Construction Agreement (“Construction Agreement”) attached as Exhibit B and incorporated herein by reference;
- (c) Insurance. The company or individual submitting the proposal can obtain insurance as required by this RFP and the Construction Agreement to be executed between the parties, upon an award of this RFP;
- (d) The cost and availability of all equipment, materials and supplies associated with performing the services described herein have been determined and included in the submitted proposal;
- (e) Labor Costs; Prevailing Wage. All labor costs, direct and indirect, have been determined and included in the submitted proposal. The payment of prevailing wage will be required for this project. Benton County has requested and received a wage order from the Division of Labor Standards, which is attached to this RFP as Exhibit C and incorporated herein by reference;
- (f) OSHA Training. The Contractor and all subcontractors to the Contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so;
- (g) Federal Work Authorization Program. As a condition for the award of any contract or grant in excess of \$5,000, the Contractor shall submit affidavit(s) and documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services and that the business does not knowingly employ any person who is an unauthorized alien in connection with the contracted services and that the business does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
- (h) Proof of Lawful Presence. The Contractor or authorized representative of the Contractor submitting a response to this RFP shall provide proof that he is a citizen or a permanent resident of the United States or is lawfully present in the United States;
- (i) Prompt Payment Act. The Contractor agrees comply with all applicable provisions of the Prompt Payment Act, § 34.057, RSMo. in the event a Contract is awarded;

- (j) Payment Bond. If the proposed cost is estimated to exceed \$50,000, the Contractor shall provide a payment bond on the project;
- (k) Transient Employers. If a Contractor submitting a response to this RFP is not domiciled in this state and is awarded a contract as a result of this RFP, such Contractor shall be required to comply with the provisions of section 285.232, RSMo. prior to obtaining any building permits necessary for performance of the work which is the subject of this RFP;
- (l) The Contractor is aware of the prevailing conditions associated with performing the services described in this RFP;
- (m) The Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Proposal: Contractor should provide a detailed cost proposal that identifies the total cost to construct the building which is the subject of this RFP, including an itemization of the labor, materials, and supplies required, and which options and/or alternates selected apply to the Contractor's cost proposal. In addition, Contractor shall submit all additional information and documentation which is required by this RFP. By submitting a response to this RFP, Contractor agrees to honor the terms of the response for a period of at least ninety (90) days from the submission deadline. In compliance with this Request for Proposals, and subject to all conditions, the undersigned offers and agrees to furnish the described services as indicated in its proposal.

**BID FORM**

Total Price: \_\_\_\_\_

Contractor: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

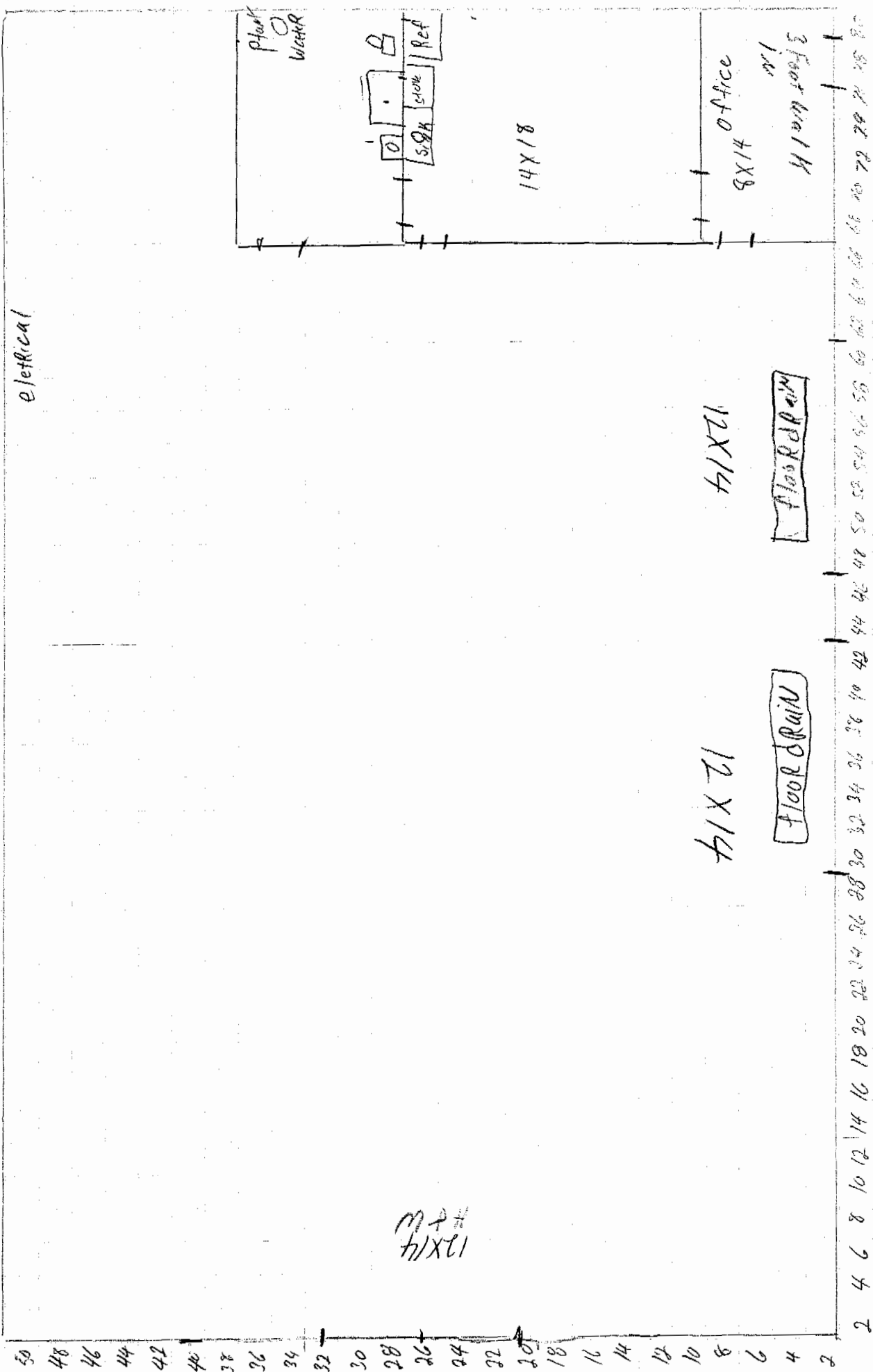
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12X14  
7/14

12X14

FLOOR DRAIN

12X14

FLOOR DRAIN

Office  
4X8

3 Foot wall  
1/2"

8X14

SINK  
CLOCK  
REF

PLANT  
WATER

electrical

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# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 21

Section 008

**BENTON 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

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

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			\$24.22	56	28	\$11.00
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.33	9	3	\$11.50
Communication Technician			\$24.15	21	48	\$11.80 + 10%
Electrician (Inside Wireman)			\$52.46	FED		
Electrician (Outside-Line Construction/Lineman)			\$39.95	125	65	\$5.00 + 34.5%
Lineman Operator			\$37.27	125	65	\$5.00 + 34.5%
Groundman			\$26.47	125	65	\$5.00 + 34.5%
Elevator Constructor	6/14	a	\$42.940	26	54	\$28.335
Glazier			\$14.95	FED		\$1.90
Ironworker	6/14		\$27.50	50	4	\$27.35
Laborer (Building):						
General	6/14		\$20.36	111	4	\$11.12
First Semi-Skilled	6/14		\$21.86	111	4	\$11.12
Second Semi-Skilled	6/14		\$21.86	111	4	\$11.12
Lather	6/14		\$24.36	60	15	\$15.05
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$37.35	85	4	\$15.01
Group II	6/14		\$36.54	85	4	\$15.01
Group III	6/14		\$30.99	85	4	\$15.01
Group III-A	6/14		\$35.20	85	4	\$15.01
Group IV						
Group V	6/14		\$32.59	85	4	\$15.01
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	8/14		\$41.83	2	33	\$19.32
Plasterer			\$24.46	68	4	\$17.09
Plumber	6/14		\$36.22	45	33	\$20.09
Roofer \ Waterproofer	6/14		\$22.25	10	2	\$9.63
Sheet Metal Worker			\$31.11	17	22	\$12.63
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$15.35	48	49	\$2.71
Truck Driver-Teamster						
Group I	6/14		\$28.22	31	35	\$11.65
Group II	6/14		\$28.38	31	35	\$11.65
Group III	6/14		\$28.37	31	35	\$11.65
Group IV	6/14		\$28.49	31	35	\$11.65

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

\*\*Annual Incremental Increase



**REPLACEMENT PAGE  
BATES COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

**NO. 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. 13:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**REPLACEMENT PAGE  
BATES COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 17:** Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor 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. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 24:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

**NO. 25:** Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

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

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

**REPLACEMENT PAGE  
BATES COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 37:** The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

**NO. 45:** Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 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. 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. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. 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. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents (\$0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents (\$0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

**NO. 46:** Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

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

**NO. 50:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**REPLACEMENT PAGE  
BATES COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 52:** Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

**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 \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 58:** Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

**NO. 63:** Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

**REPLACEMENT PAGE  
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BUILDING CONSTRUCTION OVERTIME SCHEDULE**

**NO. 65:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**NO. 68:** Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

**NO. 85:** Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

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**NO. 88:** Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. 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 (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

**NO. 95:** Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

**NO. 100:** Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

**NO. 111:** Means eight (8) hours shall constitute a day's work, Monday to Friday inclusive. All overtime shall be at the rate of time and one-half (1½) except Sundays, and recognized holidays, which shall be paid for at the rate of double (2) time if worked. The work day is to begin between 6:00 a. m. and 9:00 a.m. at the option of the employer. If 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 regular work week shall start on Monday and end on Friday, except where the employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day and forty (40) hours in a week shall be one and one-half (1½) times the regular hourly rate. Work prior to 6:00 a.m. will be paid at the overtime rate. The regular work day shall be either eight (8) or ten (10) hours. Employers working a four (4) ten (10) hour day week schedule will be allowed a Friday or Saturday make-up day provided workmen were prevented from working during the normal work week due to inclement weather or other conditions beyond the control of the employer. Make-up days shall not be utilized for days lost to holidays. If a job can't work forty (40) hours Monday through Thursday 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). If an employer has started the work week on a five-day, eight-hour schedule, and due to inclement weather misses any time, then he may switch to a nine (9) or (10) hour a day schedule, at straight time, for the remainder of that work week in order to make up the lost time. Employer may not use both the Saturday make-up day and 10-hour make-up day in the same week.



**REPLACEMENT PAGE  
BATES 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. 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.

**BENTON COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**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. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

**NO. 5:** All work that shall be 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 (2) time rate of pay.

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

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**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. 22:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) 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. 32:** All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

**BENTON COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**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. 35:** 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 time and one-half (1 ½) the regular rate of pay for such work.

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

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

**NO. 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. 72:** All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular 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 regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

**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.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	\$28.68	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman		\$39.95	18	24	\$5.00 + 34.5%
Lineman Operator		\$37.27	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$26.47	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer		\$23.22	4	18	\$12.01
Skilled Laborer		\$23.77	4	18	\$12.01
Millwright	6/14	\$28.68	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$32.19	5	15	\$15.01
Group II	6/14	\$31.79	5	15	\$15.01
Group III		\$25.05	21	5	\$19.09
Group IV	6/14	\$29.79	5	15	\$15.01
Oiler-Driver	6/14	\$29.79	5	15	\$15.01
Pile Driver	6/14	\$28.68	7	16	\$15.05
Traffic Control Service Driver		\$15.35	27	26	\$2.71
Truck Driver-Teamster					
Group I	6/14	\$28.22	12	3	\$11.65
Group II	6/14	\$28.38	12	3	\$11.65
Group III	6/14	\$28.37	12	3	\$11.65
Group IV	6/14	\$28.49	12	3	\$11.65

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.

**BENTON COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

**NO. 4:** Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

**NO. 5:** Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

**BENTON COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**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.

**NO. 27:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 31:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**BENTON COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 3:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

**NO. 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. 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.

**BENTON COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 26:** 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.



## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made on this \_\_\_ day of November, 2014, by and between Benton County, Missouri (hereinafter "County") and \_\_\_\_\_ (hereinafter "Contractor").

WHEREAS, County desires to have a maintenance building constructed in accordance with the Request for Proposal and Specifications ("RFP") issued on or about October 15, 2014 and the Contractor's Response;

WHEREAS, County desires for Contractor to provide the work, labor, skill, supplies, and equipment to construct the maintenance building pursuant to the terms and conditions of this Agreement (the "Project");

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Contract Documents. The "Contract Documents" consist of the Request for Proposal ("RFP") and all exhibits thereto; Contractor's Response; this Agreement and all exhibits thereto, and any drawings, specifications, and addenda issued prior to execution of this Agreement. All terms, conditions, and requirements set forth in the RFP and the Contractor's Response ("Response") are incorporated herein by reference. To the extent that the requirements set forth in the RFP and Response conflict, the requirements set forth in the RFP shall control. To the extent that the requirements set forth in the RFP and this Agreement conflict, the requirements set forth in this Agreement shall control.

2. Construction Services. Contractor agrees to provide all drawings, labor, materials, equipment and other items necessary to complete the construction of the maintenance building contemplated by the Contract Documents, and as set forth in Exhibit A (collectively, the "Work"). The Project shall be constructed on the property located at 33500 Yoder Avenue, Warsaw, Missouri 65355 (the "Project Site"). The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3. Contract Price. In consideration for the Work described in paragraph 2, above, County shall pay Contractor \_\_\_\_\_ (the "Contract Price"). The Contract Price shall be subject to adjustments only as provided in this Agreement and agreed to by Contractor and County in writing.

4. Completion Date. The scheduled Completion Date for the Project is \_\_\_\_\_. The Completion Date is defined as the date on which substantial completion of the Project has occurred. The Completion date may be extended for a period equal to the length of delays when requested in writing and agreed to by the County in writing.

5. Contractor's Failure to Complete Work. Contractor acknowledges that in the event it does not complete the Work on the Project on or before \_\_\_\_\_, as extended by any acceptable delays as provided in this Agreement, substantial damage will inure to the County. In this event, County shall have the right to deduct from final payment to Contractor an amount equal to \_\_\_\_\_ per day for each of the first thirty (30) days following the Completion Date, and following the thirtieth (30<sup>th</sup>) day, the sum of \_\_\_\_\_ per day until substantial completion of the Work. The parties acknowledge that the foregoing represents a fair estimate of the damage which may be incurred by County by reason of any such delay.

6. Billing and Payment. Contractor shall submit monthly pay applications to the County for payment for portions of the Work completed on the Project and the County shall pay Contractor pursuant to the submitted pay applications, subject to any retainage withholdings, within thirty (30) days after receipt, subject to the terms and conditions of this Agreement. Prior to making any progress payment to Contractor, County shall require Contractor to present a lien/bond claim waiver, executed by the Contractor, subcontractor or supplier for whom payment is requested in the application for payment. In the event Contractor does not comply with this requirement, the County shall have no obligation to pay any amounts due the Contractor, subcontractor or supplier for Work done or materials supplied by the subcontractor or supplier. Such pay applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier. County may withhold payment in the event that there is reasonable cause to believe the County has a basis to withhold payment. However, if no reasonable cause exists, and in the event any payment due is not paid within the time provided for in this paragraph, interest shall accrue at the rate of 1% per annum. The Contractor warrants that title to all Work covered by an application for payment will pass to the County no later than the time of payment. Further, Contractor warrants that upon submission of an application for payment, all Work for which payment has previously been received shall, to the best of Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers or other persons or entities making a claim by reason of having providing labor, materials and equipment relating to the Work.

7. Supervision of Construction. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement. The Contractor shall be responsible to County for acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors.

8. Changes in the Work. At County's option, certain portions of the Work may be changed, added or deleted on the basis of alternate prices established by Contractor. Changes in the Work may be accomplished after execution of this Agreement by Change Order if made in writing and signed by the parties to this Agreement, or their duly authorized representatives.

9. Independent Contractors. Contractor may, at his own expenses, employ any helpers to carry out the work to be performed by Contractor under this agreement. Such helpers

are understood to be employees of the Contractor, and not employees of the County. Contractor shall be solely responsible for the payment of all wages (including appropriate prevailing wages), contributions, benefits, assessments and taxes earned by them.

10. Warranty. The Contractor warrants that: (1) materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; (2) that the Work will be free from defects not inherent in the quality required or permitted; and (3) that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized by the County, may be considered defective. The Contractor shall guarantee all workmanship and materials installed under this Agreement for the period of two (2) years from the date of final acceptance of the Work. Neither the final certificate of payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of final acceptance of the Work. Where guarantees or warranties are written for longer terms, such longer terms shall apply. The County shall give notice of observed defects with reasonable promptness.

11. Project Site. The Contractor shall keep the Project Site premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor shall ensure that no unauthorized person enters the work site and it shall also be Contractor's responsibility to ensure that appropriate safety measures are taken to prevent unauthorized persons from entering onto the work site before, during or after the work day. Contractor shall protect and prevent damage to all unfinished phases of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism.

12. Prevailing Wage. Contractor agrees to pay not less than the prevailing hourly rate of wages to all of its workers performing work for the public use or benefit or that uses public funds under this Agreement. The prevailing hourly rate of wages shall be those as set out in the Wage Order attached to and made part of the RFP and Specification for the Work. Each workers shall be paid the locally prevailing wage pursuant to each workers' scope of work and in accordance with the occupational titles and work descriptions set forth in 8 CSR 30-3.060.

Contractor agrees to keep full and accurate records of the names, occupations and crafts of every worker employed by it in connection with the Agreement, together with an accurate record of the number of hours worked by each worker and the actual wages paid for a period of one year following completion of the Work. Contractor shall provide these records at the end of each month during the course of the Project. Contractor shall post a legible list of prevailing wage rates in a prominent and easily accessible place at the work site for the full time that any worker is on the job. Upon completion of the Project and prior to final payment, Contractor

agrees to complete and certify in an affidavit stating that the Contractor has fully complied with the Missouri Prevailing Wage law.

Contractor agrees to be responsible for payment of any penalty to the County of One Hundred Dollars (\$100) per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work performed under this Agreement by Contractor.

13. OSHA Construction Safety Training. Contractor agrees to require all of Contractor's on-site workers to complete a ten hour construction safety training program required by section 292.675, RSMO., if they have not previously completed the program and have documentation of having done so. Contractor agrees to be responsible for any penalty to the County of Two Thousand, Five Hundred Dollars (\$2,500) plus an additional One Hundred Dollars (\$100) for each worker employed by Contractor for each calendar day, or portion thereof, such employee performed Work on the Project without the required training.

14. Authorized Workers. Contractor agrees not to employ any unauthorized alien to perform Work on the Project and shall, by sworn affidavit and documentation, affirm its enrollment and participation in a federal work authorization program with respect to any employees working in connection with this Agreement.

15. Excessive Unemployment. During periods of excessive unemployment, only Missouri laborers and laborers from non-restrictive states may be employed and performed Work on the Project which is the subject of this Agreement, except that other laborers may be used when Missouri laborers or laborers from non-restrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the County.

16. Transient Employers. Every transient employer must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the recovers of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall be liable for a penalty of Five Hundred Dollars (\$500) per day until the required notices are posted.

17. Insurance. Contractor shall procure, maintain, and keep in force liability insurance in the sum of at least One Million Dollars (\$1,000,000) in case of injuries and/or death to any one person; One Million Dollars (\$1,000,000) for personal injury and/or death in any one accident; and property damage insurance in the sum of One Million Dollars (\$1,000,000). Contractor shall also maintain and keep in force workers' compensation insurance for any workers employed by it on the Project. The County shall require proof of the above-described insurance prior to allowing Contractor or its employees or subcontractors to perform Work on the Project. These certificates and insurance policies shall contain a provision that coverage

afforded will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

18. Payment Bond. Contractor shall procure a payment bond in accordance with section 107.170, RSMO, the requirements of which are incorporated herein by reference, for an amount not less than the amount set forth in paragraph 3 of this Agreement and present proof of said bond to the County prior to the performance of any Work on the Project under this Agreement.

19. Bond Claims/Liens. Contractor warrants that it shall not voluntarily permit any liens or bond claim to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed. If any lien or bond claim is filed by a party performing work by or for the Contractor pursuant to this Agreement and if Contractor fails to cause such lien or bond claim to be released or discharged (by payment, bonding, or otherwise and as promptly as possible), County shall have the right, but not the obligation, to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid from the Contract Price, in its discretion. If any such lien or bond claim is filed or otherwise imposed, Contractor, at the request of County, and at its sole cost, shall cause such lien or bond claim to be released or otherwise discharged, as provided above. Contractor shall indemnify and hold harmless County from all claims, losses, demands, causes of action or suits of whatever nature arising out of such lien or that part of the Work covered thereby.

20. Independent Contractor. The County and Contractor agree that the parties intend to create by this Agreement a relationship of entity and independent contractor, and not an employer-employee relationship.

21. Indemnity. Contractor shall indemnify and hold harmless the County, its officers, elected officials, employees, and agents from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the Work itself, to the extent caused by the negligent, reckless or intentional acts or omissions of the Contractor, any subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

22. Compliance with Law. Contractor warrants, represents, and agrees that it and its subcontractors shall comply in all respects with applicable federal, state, and local laws, regulations and ordinances with respect to performance of this Agreement.

23. Time is of the Essence. Time is of the essence in the performance of this Agreement.

24. Notice to Commence Work. Contractor shall commence construction of the Work within five (5) days upon written notice from County.

25. Completion of Project. Contractor agrees that the Work to be performed shall be diligently executed so as to be completed within the time period set out in this Agreement, except that completion dates shall be extended by time lost through delays solely as provided in this Agreement.

26. Attorney's Fees. In the event it becomes necessary for either party to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including, without limitation, reasonable attorney's fees.

27. Modifications to Agreement. No modification of this Agreement shall be deemed effective unless made in writing and signed by the parties hereto.

28. Entire Agreement. This Agreement constitutes the entire contract between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

29. Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

30. Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The parties agree that any cause of action concerning the interpretation or implementation of this Agreement or any claim relating thereto shall be brought in Benton County, Missouri.

31. Termination. Notwithstanding any other provision in this Agreement, County shall have the right to terminate this Agreement without cause at any time by giving Contractor fifteen (15) days written notice. Upon receipt of such notice, Contractor shall immediately terminate performance of the Work and make every reasonable effort to mitigate its losses and damages. Contractor shall also perform such acts as may be necessary to preserve and protect the Work already performed, or about to be performed, on the Project. Upon termination under this Section, Contractor shall retain all sums of money paid to it for Work performed pursuant to this Agreement. Owner shall thereafter pay Contractor the following sums within forty-five (45) days: (a) all retainages, if any, which were retained by County applicable to Work completed by Contractor; and (b) a sum of money equal to the cost of all Work performed by Contractor as of the date of termination which payments have not already been made.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**COUNTY**

**CONTRACTOR**

**BENTON COUNTY, MISSOURI**

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDENDUM NO. 1 –  
REQUEST FOR PROPOSAL  
FOR  
CONSTRUCTION OF MAINTENANCE BUILDING**

Benton County, Missouri  
P.O. Box 1238  
Warsaw, Missouri 65355  
(660) 438-7406

RFP Issued: October 15, 2014

Addendum No. 1 Issued: October 24, 2014

RFP Submission Deadline: October 31, 2014, 5:00 p.m.



In response to questions posed at the pre-bid meeting held on October 22, 2014 at 10:00 a.m, Benton County provides the following supplemental information:

1. Specification – Option Two. Contractors should quote prices for both stamped and unstamped engineering drawings for trusses. Base quotes should not include the cost for finishing the inside walls with metal sheeting.
2. Specification (a) – Metal. Metal quoted for walls and roof should be 26 gauge metal. Building should be designed and rated to withstand a minimum of 20/90 snow and wind loads.
3. Specification (a) – Roof. Ice guard should be quoted for roof.
4. Specification (c) - Garage Doors. Garage doors quoted should be steel.
5. Specification (d) – Concrete. Concrete quoted should be 3500 psi concrete enforced with either rebar or wire mesh.
6. Specification (d) – Footings. Footings should be quoted for a depth of 36 inches. Stamped engineering drawings for footings are not required.
7. Specifications (d), (e), (f). The two (2) floor drains, plumbing (water and sewer), and electrical should be quoted to be stubbed out five (5) feet from the building.
8. Specification – Site Work. Quote should include cost for compaction and site work in order to prepare the building site for construction. Contractor should include the cost for compaction and site work to accommodate a five (5) foot over-build in excess of the building dimensions. For example, if the building dimensions are to be 50'x80', the finished site footprint should be 60'x90'. Contractor should not include in the quote the cost for fill dirt for the building site. The County will provide the fill dirt for the site work.
9. Materials and Supplies Vendors. Contractor may quote the cost of building materials and supplies from particular vendors. In that event and in any response to this RFP, the Contractor must: (i) provide then names of the vendors to be used; (ii) provide a list of the type and quantity of materials or supplies which are to be purchased from the vendor; and (iii) provide an itemized list of the costs for each type and quantity of materials and supplies. In the event the County selects a Contractor's proposal or response to this RFP and awards a contract, the County is willing to make payment directly to the identified vendor for the purchase of the identified materials and supplies, pursuant to the terms and conditions of this RFP and the Construction Agreement.
10. Bid Opening. A bid opening will be held on November 3, 2014 at 10:00 a.m. at the offices of the Benton County Commissioners in order to review the responses to this RFP. Note that a vote to award a contract may not be held at this date and time by the Benton County Commission. In the event the time line for responding to this RFP is extended, all Contractors will be notified by telephone and e-mail.