

Johnson County Commission

Troy A. Matthews
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk



Johnson County Courthouse
300 N. Holden Street, Suite 203
Warrensburg MO 64093
660-747-2112

www.JoCoCourthouse.com
CountyCommissioners@jocomo.gov

SOLICITATION TITLE: Detention Center – Roof Insulation Replacement

SOLICITATION TYPE:

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

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	Tuesday, October 15, 2024
PREBID MEETING	*10:00 a.m. (CST) on Monday, November 4th, 2024 at County Sheriff's Shooting Range, located north of 278 SW 871 st Road, Centerview, MO.
FINAL QUESTIONS DEADLINE	1:30 p.m. (CST) on Thursday, November 7, 2024
PROCUREMENT SUBSTITUTION REQUEST DEADLINE	1:30 p.m. (CST) on Thursday, November 7, 2024
BID SUBMISSION DEADLINE	1:00 p.m. (CST) on Monday, November 18, 2024
BID OPENING	1:30 p.m. (CST) on Monday, November 18, 2024
ARCHITECT	Douglas Boe, RA – Principal WSKF Architects 110 Armour Road North Kansas City, MO 64116
OWNER	Johnson County Commission 300 N Holden, Warrensburg MO 64093 (660) 747-2112
PROJECT LOCATION	Johnson County Detention Center 278 SW 871st Rd, Centerview, MO 64019

* Prebid Attendees are required to complete the [Contractor Building Clearance Form](#) and return via email to: Jason Shackles jshackles@jocomosheriff.org

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Request for Bid Title/Name: **Detention Center
Roof Insulation Replacement**
PLEASE MARK YOUR ENVELOPE "**SEALED BID – DETENTION
CENTER INSULATION**"
RETURN ONE (1) ORIGINAL, FOUR (4) HARD COPIES and ONE (1)
USB COPY.

Bid Submission

Location / Mail Address: Johnson County – County Clerk
Attn: Diane Thompson, County Clerk
300 North Holden Street, Suite 201
Warrensburg, Missouri 64093
Phone: (660) 747-6161

Bid Opening

Location / Address: 1:30 p.m. (CDT) Monday, November 18, 2024
Johnson County Courthouse – Commissioners Office
300 N. Holden Street, Suite #203
Warrensburg, Missouri 64093

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Warrensburg, Missouri, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as **initial, by hand, all pages**. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name

Authorized Person (Print)

Address

*Signature

City / County / State / Zip

Title

Telephone #

Fax #

Date

Federal Tax ID #

*E-mail (MUST be legible.)

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

BASIC PROCESSING INFORMATION:

All formal invitations for bid are handled by the Johnson County Clerk.

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Item 1.15 for the process to submit questions.

1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2 with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before “Bid Submission Deadline” as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder’s responsibility to ensure responses are delivered in a timely fashion to the Clerk’s Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered “NON-RESPONSIVE” and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at “Opening Date/Time” and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally by the Johnson County Commission as soon as possible after a complete review.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews of or require presentations, inspections, from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department - not to the Clerk. Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.
- 1.12. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.13. Bid Results: Bid results are posted on the County website at: <https://jococourthouse.com/bids.html> Please do not call for results. An email address, not a website, **MUST** be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.14. Questions: All questions regarding this solicitation must be submitted to Doug Boe via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be prepared as Addenda with answers and explanations to cover any/all new issues.

- 1.15. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only for this RFB if in writing and issued by WSKF Architects. Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.
- 1.16. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.17. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
- 1.18. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ___" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.19. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <https://jococourthouse.com/bids.html> If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.20. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.21. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.22. Evaluation Process: The County's sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County's needs at the lowest possible cost.
- 1.23. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.24. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office (660-747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

2. SPECIFICATIONS

Johnson County Commission will accept and review responses to this RFB in an effort to select a qualified bidder for the Johnson County Detention Center – Roof Insulation Replacement. The Johnson County Detention Center is located at 278 SW 871st Road, Centerview, Missouri 64019.

Project Description: Project consists of removal of the existing metal building roof insulation and replacement with new fiberglass batt insulation with reinforced vinyl face liner and banding system. This project is in a secure detention facility and all workers are required to adhere to all security protocol as instructed by Johnson County Sheriff's Department.

The Johnson County Detention Center is owned and operated by the County and this project is considered a tax exempt. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt. Prevailing wage will be required on the project. The contractor will be responsible for compliance with any and all Missouri labor, environmental, and transportation laws, and Federal Davis Bacon Act, as applicable. All fees for plans and permitting are the responsibility of the General Contractor.

This project is partially funded by the American Rescue Plan Act (ARPA) State and Local Recovery Funds (SLFRF) County Jail Maintenance and Improvements Grant (CJMI).

2.1. Scope of Work.

- 2.1.1. The work encompasses work in four buildings at the Detention Center campus. The buildings are constructed of PEMB (pre-engineered metal building) construction and the existing vinyl faced roof insulation has deteriorated from age and various roof leaks over time. The metal roof received a new coating system approximately one year ago. The current insulation is primarily located in open areas, but some sections are placed over ceilings that are scheduled to stay.
 - 2.1.2. The existing insulation is to be removed and replaced with new fiberglass insulation and reinforced vinyl faced liner and banding system to be installed between and under the existing metal building purlins.
 - 2.1.3. All ceiling suspending mechanical, electrical, plumbing, security, etc. equipment/construction is to remain. It is the responsibility of the contractors to remove and re-secure any existing construction as necessary to complete the work.
 - 2.1.4. Refer to the construction drawings for information on product information for new insulation.
 - 2.1.5. Refer to the construction drawings for information on the existing building, scope of work and various information on existing conditions. The drawings general describes the scope and conditions of the buildings but do not show all existing conditions/construction and it is the responsibility of the contractors to visit the buildings and familiarize/verify all existing construction and conditions.
- 2.2. Procurement Document Availability: Request for Bid and Construction Documents, will be made available on the Johnson County, Missouri website at <http://www.jococourthouse.com/bids.html>
 - 2.3. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
 - 2.4. Prebid Meeting: An optional in person Prebid meeting for all potential bidders will be held at the County Sheriff's Shooting Range just north of 278 SS 871st Road, Centerview, MO. Prospective prime bidders are highly encouraged to attend. A project walk-thru will follow the Prebid meeting at the Detention Center buildings.
 - 2.5. All contractors attending the Prebid and walk-thru are required to fill out and return to the Sheriff's office the attached Contractor Building Clearance Form and return via email to: Jason Shackles jshackles@jocomosheriff.org

- 2.6. Bidder's Questions: Bidder's questions concerning any specifications, construction documents, or requested product technicalities, must be issued, in writing, to the Architect in writing no later than 1:30 p.m. on Thursday, November 7, 2024. Please use the below information to contact the Architect:

Doug Boe, Principal
WSKF Architects
dboe@wskfarch.com
Ph: 816-300-4101

All responses to questions will be issued through an addendum.

- 2.7. Prevailing Wage: Not less than the prevailing hourly rate of wages, as set out in the Missouri wage order (attached) and the Federal Davis-Bacon Act (attached) whichever wage rate is higher; and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract.
- 2.7.1. Posted Wage Rates: A legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. The notice must be posted during the full time that any worker is employed on the job (Section 290.265, RSMo).
- 2.7.2. Prevailing Wage Project Notification will be completed by Contractor for County to submit to Division of Labor Standards prior to work beginning. <https://labor.mo.gov/media/pdf/pw-2-ai>
- 2.7.3. Contractor Payroll Records (fully executed) will be submitted weekly to the Johnson County Clerk's office during project work. <https://labor.mo.gov/media/pdf/ls-57-ai> Contractor Payroll Records (fully executed) will be submitted weekly to the Johnson County Clerk's office during project work. <https://labor.mo.gov/media/pdf/ls-57-ai>
- 2.7.4. Compliance with the Prevailing Wage Law Affidavit will be completed by Contractor and submitted to the Johnson County Clerk's office. <https://labor.mo.gov/media/pdf/pw-4-ai>
- 2.7.5. Contractor's Wage Summary will be completed and submitted by the Contractor to the Division of Labor Standards. <https://labor.mo.gov/media/pdf/ls-04-ai>
- 2.8. Time of Completion: Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time, anticipated to be four months.
- 2.9. Bidder Qualifications: The Owner may make such investigations as he deems necessary to determine the ability and qualifications of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

3. PROCUREMENT SUBSTITUTION PROCEDURES

Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

3.1. Definitions

- 3.1.1. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids. See "Exhibit A" of the Request for Bids for process and form.

3.2. Quality Assurance

Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests

recommended by manufacturers. Burden of proof is on the General Contractor.

3.3. Procurement Substitutions

- 3.3.1. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- 3.3.2. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 3.3.2.1. Extensive revisions to the Contract Documents are not required.
 - 3.3.2.2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3.3.2.3. The request is fully documented and properly submitted.

4. BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

Interested parties should complete the following information requests, with their lowest possible prices. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

4.1. Base Bid, Single-Prime (All Trades) Contract: The Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by WSKF Architects, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled unit costs, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

_____ Dollars
(\$ _____).

4.2. Bid Guarantee: The Bidder, agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 business days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

_____ Dollars
(\$ _____).

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond

4.3. Time of Completion: The Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Owner and will: Complete the Work in _____ calendar days (Bidder to enter number of days).

4.4. Mobilization Time: After award and contract signing it is anticipated 30 days mobilization period to allow Sheriff's Department to make the facility available for construction activities. Successful contractor shall work with the County to make necessary arrangements to preparation of site for construction activities.

5. BID SECURITY FORM

- 5.1. Each bid must be accompanied by a bid bond payable to the Owner for five (5) percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check on a solvent bank may be used in lieu of a bid bond.
- 5.2. A state or local unit of government receiving funding from the Federal government, which requires contracting for construction or facility improvement, shall follow its own requirements relating to bid guarantees, and performance bonds, except for contracts or subcontracts exceeding \$25,000 and payment bonds for contracts exceeding \$50,000. For contracts or subcontracts exceeding \$25,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected.
- 5.3. This project is partially funded by the American Rescue Plan Act (ARPA) State and Local Recovery Funds (SLFRF) County Jail Maintenance and Improvements Grant (CJMI).

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

D = Do not / cannot comply with item.

C D

- ___ ___ 6.1 Bid Bond Guarantee from each bidder equivalent to five (5) percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. * Required to be attached to be included in your submitted bid response.
- ___ ___ 6.2 Performance Bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- ___ ___ 6.3 Payment Bond on the part of the contractor for 100 percent of the contract price, IF CONTRACT PRICE EXCEEDS \$50,000. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

6. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call WSKF Architects, Doug Boe (dboe@wskfarch.com | 816-300-4101) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

Item #	FINAL COMPLIANCE CHECKLIST	(✓)
6.1	The County will not accept any late proposals. Late packages will not be opened or returned.	
6.2	No fax or electronic transmitted proposals will be accepted.	
6.3	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.	
6.4	Un-readable responses, including an unreadable email address, WILL disqualify.	
6.5	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.	
ACKNOWLEDGEMENT OF ADDENDA		
6.6	Addendum No. 1, dated _____	
6.7	Addendum No. 2, dated _____	
6.8	Addendum No. 3, dated _____	
6.9	Addendum No. 4, dated _____	
6.10	Addendum No. 5, dated _____	
ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET		
6.11	Original bid response and any issued addendum. Please indicate the original.	
6.12	FOUR (4) Copies of bid response (one sided copy only). Please indicate copy.	
6.13	USB with electronic copy of bid response and any issued addendum.	
6.14	Bid Bond Guarantee for five percent [5%] of the bid price.	
6.15	Approved CSI Form 1.5C – Substitution Request Form (if applicable)	

Following the Commissions award of the bid, and before an agreement is signed between the parties, the additional documents will be required, such as:

- W-9 Form
- Prevailing Wage Project Notification <https://labor.mo.gov/media/pdf/pw-2-ai>
- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Certificates of Insurances
- House Bill 1549 Compliance – Federal Work Authorization Program

This project is partially funded by the American Rescue Plan Act (ARPA) State and Local Recovery Funds (SLFRF) County Jail Maintenance and Improvements Grant (CJMI).

Exhibit A

Procurement Substitution Requests – Submittals

Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening to:

Doug Boe, Principal
WSKF Architects
dboe@wskfarch.com
2. Identify the product or the fabrication or installation method to be replaced in each request.
3. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - a. Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - b. Copies of current, independent third-party test data of salient product or system characteristics.
 - c. Samples where applicable or when requested by Architect.
 - d. Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - f. Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - g. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
4. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
5. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

Architect's Action: Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

**SUBSTITUTION
REQUEST**
(During the Bid Period)

CSI Form 1.5C

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.
Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

"General Decision Number: MO20240012 07/05/2024

Superseded General Decision Number: MO20230012

State: Missouri

Construction Type: Building

County: Johnson County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	04/19/2024
3	07/05/2024

ASBE0027-004 10/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.60	31.22

BRM0003-005 06/01/2023

	Rates	Fringes
TILE SETTER.....	\$ 40.53	15.99

BRM0015-010 04/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 39.85	21.70

CARP0005-014 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging, Form Work & Metal Stud Installation Only).....	\$ 40.71	20.15

ELEC0124-019 08/28/2023

Rates	Fringes
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ELECTRICIAN (including low voltage wiring for and installation of alarms).....\$ 47.37 25.89

* ELEV0012-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.18	37.885+a+b

a. VACATION: Employer contributes 8% of basic hourly rate to vacation pay credit for employee who has worked in business more than 5 years and 6% for 6 months to 5 years as Vacation Pay Credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

ENGI0101-012 04/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 38.93	20.10
Grader/Blade.....	\$ 38.93	20.10
Loader.....	\$ 38.93	20.10
Roller.....	\$ 38.93	20.10

IRON0010-030 04/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 38.00	33.56

LAB00663-001 04/01/2024

	Rates	Fringes
LABORER		
Brick Mason Tender.....	\$ 29.08	13.22
Landscape.....	\$ 24.93	14.15

PAIN0003-018 04/01/2019

	Rates	Fringes
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PAINTER

Brush & Roller Only.....	\$ 30.54	17.76
Drywall Finishing/Taping Only.....	\$ 31.74	17.76

* PLUM0008-001 06/01/2024

Rates Fringes

PLUMBER, Excludes HVAC Pipe Installation.....	\$ 56.63	24.54
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* PLUM0533-008 06/01/2024

Rates Fringes

PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 55.56	25.80
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* ROOF0020-001 06/01/2024

Rates Fringes

ROOFER.....	\$ 38.45	22.29
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SHEE0002-014 07/01/2023

Rates Fringes

SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 50.43	26.96
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* SUMO2010-011 03/08/2010

Rates Fringes

CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 23.33	7.42
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CEMENT MASON/CONCRETE FINISHER...	\$ 17.95	6.64
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GLAZIER.....	\$ 22.71	0.00
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LABORER: Common or General.....	\$ 16.18 **	7.12
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OPERATOR: Backhoe/Trackhoe.....	\$ 23.55	7.47
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OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 24.47	0.00
OPERATOR: Water Truck.....	\$ 28.37	0.00
PAINTER: Spray.....	\$ 18.79	8.12
TRUCK DRIVER: Dump Truck.....	\$ 28.92	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 051
JOHNSON COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$41.98
Boilermaker	\$25.75*
Bricklayer-Stone Mason	\$61.59
Carpenter	\$61.67
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.75*
Plasterer	
Communication Technician	\$25.75*
Electrician (Inside Wireman)	\$70.75
Electrician Outside Lineman	\$25.75*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.75*
Glazier	\$25.75*
Ironworker	\$68.78
Laborer	\$38.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.69
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.75*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.75*
Plumber	\$78.74
Pipe Fitter	
Roofer	\$60.57
Sheet Metal Worker	\$76.10
Sprinkler Fitter	\$67.34
Truck Driver	\$25.75*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JOHNSON County

Section 051

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.53
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.75*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.91
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.02
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$54.46
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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