

**U.S. DEPARTMENT OF LABOR - OSHA**

## COMPLAINT/INSPECTION CASE FILE ACTIVITY DIARY

**KANSAS CITY AREA OFFICE**

**Company Name: STEVE LEMAY LLC**

**Company POC: Vincent O'Flaherty, Attorney**

**Phone: 816-931-4800, ext. 222**

**Inspection # 1309996**

Referral #

FAT/CAT #

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[illegible]



U.S. Department of Labor  
Occupational Safety and Health Administration  
Case File Activity Diary



Employer: STEVE LEMAY LLC

Activity #: 1309996

POC Name & Phone Number : Vincent O'Flaherty, Attorney - 816-931-4800 ext. 222

DATE	ACTION TO BE TAKEN/INSTRUCTIONS	INITIALS	
4/19/2018	KCAO notified by Webster Co 911 of a Tower Collapse Accident resulting in 1 fatality and 3 injured. CSHO Ray dispatched to Fordland, MO. Contact with MSU Officials to gain entry to remote accident area. Opening conference with MSU Emergency Mgt Rep; AD also conducted opening conference with Tower Consultants by phone. Initial photos and videos taken.	CER	
4/20/2018	CSHO on site with Scott Maloney. Meet with MSU Officials and Steve Lemay Crew members. Lemay Mgt Rep Aly Powers came down from Seattle to assist with travel logistics for crew. Wade Lawyer arrived from Texas and provided some info. Was advised by Lawyers not to engage in formal interviews with OSHA until further notice. Interviews conducted with Crew.	CER	
4/23/2018	CSHO's return to site for further investigation	CER	
4/24/2018	CSHO's return to site. OSHA Engineer Bryan Ewing joins investigation on site.	CER	
4/25/2018	CSHO and Engineer remain in area for continued investigation. Interviewed MSU Engineer and reviewed Camera Footage at MSU	CER	
4/26/2018	CSHO and Engineer on site for further photos and evaluations. Picked up Victims Tool Belt from Local Funeral Home.	CER	
6/7/2018	Telephone Conference with OSHA Eng, TCI Engineers and Attorney	CER	
6/18/2018	Coordination for Evidence Preservation	CER	
6/22/2018	Lemay Documents received from Attorney	CER	
8/1/2018	Site revisit with OSHA Engineer to re-exam tower elements requested	CER	
10/9/2018	OSHA Engineer Draft Report Received	CER	
10/10/2018	ARA Fatality Briefing	CER	
10/16/2018	Closing with Lemay Legal Rep	CER	
Click here to enter a date.			

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Establishment Search Results

Establishment	Date Range	Office	Zipcode	State
STEVE LEMAY LLC%	10/19/2013 to 10/19/2018	all	all	all

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: Date | Name | Office | State

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Results 1 - 2 of 2

By Date

Get Detail

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Reset

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
<input type="checkbox"/>	1	1309996.015	04/19/2018	0728500	MO	Fat/Cat	Complete		237130		Steve Lemay Llc
<input type="checkbox"/>	2	1299220.015	03/01/2018	1055320	WA	Referral	Partial		236118	6	Wa317948457 - Steve Lemay Llc

UNITED STATES  
DEPARTMENT OF LABOR

Occupational Safety and Health Administration  
200 Constitution Ave NW  
Washington, DC 20210  
📞 800-321-6742 (OSHA)  
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www.OSHA.gov

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## Inspection Detail

### Quick Link Reference

1309996.015 | 1299220.015

### Case Status: OPEN

**Note:** The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

### Inspection: 1309996.015 - Steve Lemay Llc

#### Inspection Information - Office: Kansas City

Nr: 1309996.015	Report ID: 0728500	Open Date: 04/19/2018
Steve Lemay Llc 905 State Highway Ff Fordland, MO 65652		Union Status: Union
SIC: NAICS: 237130/Power and Communication Line and Related Structures Construction Mailing: 9494 Sunshine Rd, Blaine, WA 98230		
Inspection Type:	Fat/Cat	
Scope:	Complete	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Safety	Close Conference: 10/16/2018
Emphasis:	L:Xfallelec	Close Case:
Related Activity:	Type	ID Safety Health
	Accident	1329556

### Case Status: OPEN

### Case Status: CLOSED

### Inspection: 1299220.015 - Wa317948457 - Steve Lemay Llc

#### Inspection Information - Office: Washington Region 2

Nr: 1299220.015	Report ID: 1055320	Open Date: 03/01/2018
Wa317948457 - Steve Lemay Llc 1518 Queen Anne Ave N Seattle, WA 98109		Union Status: NonUnion
SIC: NAICS: 236118/Residential Remodelers Mailing: Po Box 2554, Stanwood, WA 98292		
Inspection Type:	Referral	

Safety/Health: Health      Conference: 05/04/2018  
 Close Case: 08/17/2018  
 Related Activity: Type ID Safety Health  
 Referral 1314299 Yes

**Case Status: CLOSED****Violation Summary**

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	6					6
Current Violations	6					6
Initial Penalty	\$7,200	\$0	\$0	\$0	\$0	\$7,200
Current Penalty	\$7,200	\$0	\$0	\$0	\$0	\$7,200
FTA Amount	\$0	\$0	\$0	\$0	\$0	\$0

**Violation Items**

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	296-155-17609(1)(A)	06/05/2018	03/01/2018	\$1,200	\$1,200	\$0		Z - Issued
2.	01002	Serious	296-155-17609(2)(E)(I)	06/05/2018	03/01/2018	\$1,200	\$1,200	\$0		Z - Issued
3.	01003	Serious	296-155-17609(2)(E)(II)	06/05/2018	03/01/2018	\$1,200	\$1,200	\$0		Z - Issued
4.	01004	Serious	296-155-17609(2)(E)(V)	06/05/2018	03/01/2018	\$1,200	\$1,200	\$0		Z - Issued
5.	01005	Serious	296-155-17625(1)(A)	06/05/2018	03/01/2018	\$1,200	\$1,200	\$0		Z - Issued
6.	01006	Serious	296-155-17617(1)	06/05/2018	03/01/2018	\$1,200	\$1,200	\$0		Z - Issued

UNITED STATES  
DEPARTMENT OF LABOR

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# U.S. Department of Labor - Occupational Safety and Health Administration

## Inspection Report

Mon Oct 22, 2018 10:43:11 AM

RID	CSHO ID	Supervisor ID	Inspection Number	Optional Report Number	Case Closed Date
0728500	W3063	X0522	1309996		22-OCT-2018

Establishment Name	STEVE LEMAY LLC		Doing Business As (DBA)		
Establishment Owner Name	Private Sector	Type of Business	Corporation	Primary NAICS	237130
Site Address	905 State Highway FF FORDLAND, MO, 65652	Site Phone	(360)-435-5117	Extn	Site FAX
Business Address	9494 Sunshine Rd BLAINE, WA, 98230	Business Phone	(425)-778-5169	Business FAX	
Mailing Address	9494 Sunshine Rd BLAINE, WA, 98230	E-mail		Mobile Phone	
Site Activity	Tower Modifications	NAICS Inspected	237130	Days on Site	6
Federal EIN		DUNS		Temporary or Fixed Site?	Temporary
State Estab Id		DUNS plus4		CAGE Code	
Construction Type	Commercial Construction				

Entry	19-APR-2018		First Closing Conference	16-OCT-2018	
Opening Conference	19-APR-2018		Second Closing Conference		
Walkaround	19-APR-2018		Exit	19-APR-2018	

Inspection Initiating Type	Fatality/Catastrophe		Secondary Type		
Other Initiating Type			Inspection Category	Safety	
Scope of Inspection	Comprehensive		Reason No Inspection		
Sampling Performed?	N	SVEP	N	Expln. for No Insp.	
Federal Strategic Initiatives					
National Emphasis					
Local Emphasis	XFALLELEC				
Primary Emphasis					

Employed in Establishment	7	Walkaround?	N	Advance Notice?	N
Covered By Inspection	7	Interviewed?	Y	Flag for Follow-up	N
Controlled By Employer	7	Union?	Y	Reason for Follow-up	
Is this Company a current federal contractor?	N				

Parent Company Legal Name			Parent Comp Trade Name/DBA		
Parent Company Address		Phone Number		Extn	
TIN / EIN			DUNS		
CAGE Code			DUNS plus4		

Related Activity			
Activity Number	Activity Type	Satisfied	Establishment Name
1329556	FAT/CAT		STEVE LEMAY LLC

Related Inspections		
Inspection Number	Establishment Name	Related Inspection Type
1314913	Missouri State University	MULTI-EMPLOYER
1327540	Tower Consultants Inc	MULTI-EMPLOYER

Additional Codes			
Type	ID	Value	Description

Employer Representatives Contacted															
Name		Alyison Powers		Job Title		Office Mgr		Occupation		Office/Logistics Mgr					
Address						Interviewed?			Y						
Home				Work				Mobile		360-435-5117		Fax			
Email			alypowers@stevelemayllc.net			Participation			Walk Around, Credentials, Opening Conference						
Name		Wade Lawyer		Job Title		Project Mgr		Occupation		Project Mgr					
Address						Interviewed?			Y						
Home				Work				Mobile				Fax			
Email						Participation			Walk Around, Credentials, Opening Conference						
Name		David Hall		Job Title		MSU Emergency Manage		Occupation		Emergency Manager					
Address						Interviewed?			Y						
Home				Work		417-839-2091		Mobile		417-839-2091		Fax			
Email			dhall@missouristate.edu			Participation			Walk Around, Credentials, Opening Conference						
Name		Vincent O'Flarherty		Job Title		Attorney		Occupation		Attorney					
Address						Interviewed?			N						
Home				Work				Mobile				Fax			
Email						Participation									
Name		Emily Denning		Job Title		Paralegal		Occupation		Paralegal					
Address						Interviewed?			N						
Home				Work				Mobile				Fax			

Email		Participation	Closing Conference
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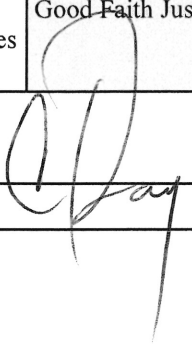
Employees Contacted							
Name	ex 617c.7d	Job Title	Tower hand	Occupation	Tower Hand		
Address		617c	Interviewed?		Y		
Home		Work		Mobile		Fax	
Email			Participation		Credentials		
Name	617c.7d	Job Title	Tower Hand	Occupation	Tower Hand		
Address		617c	Interviewed?		Y		
Home		Work		Mobile		Fax	
Email			Participation		Credentials		
Name	617c.7d	Job Title	Operator	Occupation	Labor		
Address		617c	Interviewed?		Y		
Home		Work		Mobile		Fax	
Email			Participation		Credentials		
Name	617c.7d	Job Title	Tower Hand	Occupation	Tower Hand		
Address		617c	Interviewed?		Y		
Home		Work		Mobile		Fax	
Email			Participation		Credentials		
Name	617c.7d	Job Title	Tower Hand	Occupation	Tower Hand		
Address		617c	Interviewed?		Y		
Home		Work		Mobile		Fax	
Email			Participation		Credentials		

Union Information			
Union Name	Ironworkers	Local	86
Rep Name	Derek Patches	Job Title	Business Agent
Occupation	Union Rep	Interviewed?	N
Address		4550 So 134th Pl #102 TUKWILA, WA, 98168	
Home		Work	206-248-4246
Email		Participation	Closing Conference

Authorized Employee Representatives
-------------------------------------

<b>Name</b>	DEREK PATCHES	<b>Organization</b>	Ironworkers	<b>Occupation</b>	UNION REP
<b>Address</b>	4550 SO 134TH PL #102 TUKWILA, WA, 98168		<b>Interviewed?</b>	N	
<b>Home</b>		<b>Work</b>	206-248-4246	<b>Mobile</b>	
<b>Email</b>			<b>Participation</b>	Closing Conference	

Penalty Adjustment Factors					
Size Reduction	70%	Good Faith Reduction	0%	History Reduction	0%
Size Justification	System, set it to 70% Number of Employees was changed	Good Faith Justification		History Justification	

CSHO Signature		Date	10/19/2018
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# U.S. Department of Labor - Occupational Safety and Health Administration

## Investigation Summary

Reporting ID	Investigation Summary Number	UPA Number	Event Date	Event Time	Construction
0728500	104841	1329556	04/19/2018	10:00 AM	Y

Establishment Name	STEVE LEMAY LLC	Doing Business As (DBA)	
Related Inspections			

## Site Information

Street Address 1:	905 State Highway FF				
Street Address 2:					
County:	WEBSTER				
City	FORDLAND	State	MO	Zip	65652

## Event

Event			
Type of Event	Tower Collapse		
Number of Employees			
Fatalities	Hospitalized	Non-Hospitalized	Unaccounted
1	0	3	0

## Abstract

What was employee doing just before incident occurred?	Victim (Owner/Supervisor) and three other employees were engaged in activities to change out the Steel Diagonal Rods (Hog Rods) at the 105ft. level of an approx. 2000 ft. TV/Radio Communications Tower.
What happened?	Victim and workers had changed out five of the six Steel Diagonal Rods (Hog Rods) at the 105ft level and were in the process of changing the sixth one when noises and movement of the tower began, which quickly resulted in the structure collapsing and fatally injuring one and causing minor injuries to 3 other workers.
What was the injury or illness?	One Fatality; minor injuries to three others who were threatened and released the same day.
What was the object or substance that directly harmed the employee?	Collapsing and falling of steel metal TV Tower.

<b>Victim 1</b>	
Injured/Deceased Name	Steve Lemay
Gender	MALE
Age	56
Victim Injury	Fatality-OSHA covered
Cause	Caught in or between
Nature of Injury	Other
<b>Next of Kin 1</b>	
Next of Kin Name	Ex wife
Relationship to Deceased	

Mailing Address		Phone Number	
Mailing City		State	
		Zip Code	

## Construction Related Details

### Basic Information

Construction?	Y
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### Construction Information

Number of Stories (if building site):		Type of Construction:	Maintenance or repair
Height in Feet (if not building site):	2000	Description of other construction type:	
End Use Type of Construction:	Other building		

### Incident Information

Construction Operation Being Performed By Victim At The Time Of Event:	Temporary work (buildings and facilities)	Distance of the Fall (in feet):	
Worker height above ground/floor) before fall (in feet):			
Cause of Accident:	Collapse of structure	Description of Other Cause of Accident	

**U.S. Department of Labor**  
**Occupational Safety and Health Administration**

**Fatality/Catastrophe Report**

Fri Apr 20, 2018 01:19:27 PM

RID	Office Name	Activity Number	Activity Type	Receipt Date	Receipt Time	Receipt Type	Received By
0728500	Kansas City Area Office	1329556	FAT/CAT	19-APR-2018	11:00 AM	Phone	Y3075

Establishment Name	STEVE LEMAY LLC		Doing Business As (DBA)			
NAICS Inspected	237130		Primary NAICS		237130	
Site Address	905 State Highway FF FORDLAND, MO, 65652	Site Phone			Site FAX	
Business Address	9494 Sunshine Rd BLAINE, WA, 98230	Business Phone	(425)-778-5169		Business FAX	
Mailing Address	9494 Sunshine Rd BLAINE, WA, 98230	Mgmt. Official	Ron DoDsa	Mgmt. Official Phn.	(425)-778-5169	
Type of Business		Type of Site Activity				
Number of Employees		Ownership	Private Sector			

Event Date	19-APR-2018	Event Time	11:00 AM	Do Insp?	Y	Reason No Insp	
No. Hospitalized	1	No. Unaccounted	0	No. Fatalities	1	No. Non-Hospitalized	6
Classification	Fatality	Employer Report Date	19-APR-2018	Employer Report Time	11:00 AM		

Source Type	Source Name	Phone
Other (specify)		

Incident Type	Tower Collapse
Preliminary Description (Hazard Description and Location)	Radio/TV tower collapse
National Emphasis	
Local Emphasis	
Federal Strategic Initiatives	

Additional Codes			
Type	ID	Value	Description

## SAFETY NARRATIVE

Inspection Number

**STEVE LEMAY, LLC - 1309996**

### REQUIRED PROGRAMS REVIEWED AND STATUS

Check Applicable Boxes

- ☒ Hazard Communications Program:  
**Discussed – Not Applicable**
- ☒ Powered Industrial Truck Program:  
**Evaluated – No Issues**
- ☒ Lockout / Tag out Program:  
**Discussed – Not Applicable**
- ☒ OSHA 300 Logs: **Less than 10 employees, not applicable**

### COVERAGE INFORMATION - NATURE AND SCOPE

This company is not exempt from coverage of the Occupational Safety and Health Act in that they are engaged in work that involves the use of equipment, tools and materials made throughout the US, thereby affecting commerce.

### Check Applicable Boxes and Explain Findings

- ☒ Referral Items:

**ITEM 1** – On April 19, 2018, Mr. Steve Lemay (Owner) of Steve Lemay, LLC was fatally injured while working from elevation on the KOZK Radio/TV Tower, when the Tower collapsed and fell to the ground.

**☒ Initial Accident Notification Information:**

On April 19, 2018, at approx. 11:00am, the KCAO was informed by the Webster /County 911 Officials, who stated that there had been a tower collapse at 905 State Highway FF – Fordland, MO., which is the KOZK Radio/TV Tower. She stated that there were 1 dead and others injured and taken to a nearby hospital. She provided the Incident Commander's name and phone number, who is with Webster Co Fire Department, (417-464-4042).

The IC (Incident Commander) was contacted and he stated that the company working on the tower had 7 EEs on site. One died, who was the company owner, and one was taken to hospital with broken collar bone.

He stated the Tower was approx. 2000 foot tall with 1 permanent employee (MSU) who works there on a daily basis and who was onsite at time of accident.

Webster County Sheriff responded to the scene as well as Webster County Coroner.

### **Accident Synopsis**

On April 19, 2018, @ approx. 1000 am, Mr. Steve Lemay (Owner) was fatally injured while doing work on the 1891 ft. Tower in Fordland, MO. MR. Lemay and three other workers were engaged in Diagonal Cross Member change out work, when they noticed the tower beginning to moan and twist. The tower rapidly began to collapse, trapping and killing Mr. Lemay in the process. Just before falling, the other three workers had been instructed by Mr. Lemay to immediately exit the structure and all made it to the ground safely while the tower was falling. Three workers received minor injuries and were treated and released by a local medical facility.

### **Site Layout / Dimensional Information**

The tower, which is owned by MSU, sat on approx. one acre of land and was 1891 ft. tall. The tower and operations shack, was enclosed by a security fence with security cameras located on the facility. The camera did capture limited footage of the tower collapse, which has been provided to OSHA and is contained in this report. The tower property sat in the middle of several privately owned acres of cow pasture, located to the north of the town of Fordland, MO.

### **Causal Factors**

**Un-Determined:** The OSHA National Office has provided a Structural Engineer to assist in the investigation of the collapse. There was no immediate evidence of any OSHA Standards violations involving worker safety or un-safe work practices up to the point of the incident. Fall Protection Systems and PPE use did not appear to play a part. During the Diagonal Cross

Bracing change out, the plans, procedures and guidelines were very specific as to how those elements were to be handled. The bay they were working on at the 105ft level was the first set of change outs that had been done before the incident. Five of the six rods had been replaced and they were in the process of installing the 6<sup>th</sup> rod when the structure fell. The plans called for a come along device (Tirfur Unit) to be use alongside and parallel with the rod/brace being replaced. This was so that the compression forces on the tower legs could be lessened during the change out process. That procedure had been done 5 times up to the time of the incident. It is undetermined whether or not that compression/decompression action was a contributor. At this time, the OSHA Engineer has been testing and calculating to see if this was an Unforeseeable Structural Steel Failure Event.

**Equipment Condition:** This was a 50 year tower structure that had endured years of severe weather which involved Cold, Freezing, Heat and Winds. There was no evidence of conditions that warranted any concerns preventing the work that had been scheduled.

**Training:** Mr. Lemay and the crew were all trained to meet the tasks at hand for the work involved.

**Weather:** Weather at the time of the incident did not play a role in the accident. The National Weather Service provided information to support weather conditions days prior and the day of the incident.

☒ LEP

**REP - Powered Industrial Trucks**

☐ Planned Inspection

☐ Follow-up Inspection

**NATURE AND SCOPE – UNUSUAL CIRCUMSTANCES**

Check Applicable Boxes and Explain Findings

☒ None

☐ Denial of entry (see denial memo)

☐ Delays in conducting the inspection

☐ Strikes

☐ Jurisdictional Issues

☐ Trade Secrets

☐ Other

Comments:

**OPENING CONFERENCE NOTES:**

Union Represented: No Union Rep on site, but all workers were members of Local 86, Ironworkers, Tukwila, WA.

CSHO presented credentials and did conduct an Opening Conference on Site with Alyison Powers; Office Mgr. who had flew down from Seattle, WA the day after the incident. Scott Maloney conducted a brief Opening with Mr. Wade Lawyer; Mgr. who had flew in from Texas. They would not consent to interviews per the direction of their Attorney, but did provide some basic company information. The purpose of the visit was discussed and it was explained that this was an inspection/ investigation due to the recent Fatality Incident. Consent to continue with the inspection process was granted. The Opening Conference was conducted using the appropriate checklist with discussion of all aspects of the employer, employee's rights and responsibilities to include 11C rights, which means the employer, cannot take any adverse action against employees for disclosing any safety related information during the inspection.

**RECORDKEEPING PROGRAMS** (Other than 29 CFR 1904 requirements)

Does the employer have a record keeping program relating to any occupational health issues such as monitoring, medical, training, respirator fit tests, ventilation measurements, et cetera?

☐ Yes ☒ No

Are any programs required by OSHA health standards?

☐ Yes ☒ No

**COMPLIANCE PROGRAMS** – Includes engineering controls, personal protective equipment (PPE), regulated areas, emergency procedures, compliance plans, et cetera.

Address any relevant compliance efforts regarding potential health hazards covered by the scope of inspection.

**PERSONAL HYGIENE FACILITIES AND PRACTICES** – Includes showers, lockers, change rooms, et cetera.

Are any required by OSHA health standards?

☐ Yes ☒ No

If yes, list the standards that require their use:

**HAZARD COMMUNICATION PROGRAM**

Comments: N/A

**OTHER PROGRAM AREA EVALUATIONS**

**ACCESS TO EXPOSURE & MEDICAL RECORDS:** Program element not evaluated.



**FIRE PROTECTION AND EVACUATION PROCEDURES:** No significant issues were noted during the inspection.

**SYSTEMS SAFETY AND EMERGENCY RESPONSE:** Program element not evaluated.

**RESPIRATOR PROGRAM:** Program area not required at this workplace.

**LOCKOUT TAGOUT / ELECTRICAL SAFE WORKPRACTICES:** No significant issues were noted during the inspection.

**FIRST AID:** No significant issues were noted during the inspection.

**ELECTRICAL SAFE WORKPRACTICES:** No significant issues were noted during the inspection.

**EXPOSURE CONTROL PLAN:** Program area not required at this workplace.

**LABORATORY STANDARD:** Program area not required at this workplace.

**ERGONOMIC PROBLEMS:**

☐ Yes ☒ No

If there are ergonomic problems, complete items 1 and 2 below.

ITEM 1. Lifting (10% or more similarly exposed employees injured)

a. Total number of employees exposed to job:

b. Total number of cases for job:

ITEM 2. CTD's (10% or more similarly exposed employees have CTD's; 5% or more CTS cases)

a. Total number of employees exposed to job:

b. Total number# of cases for job:

Do other significant injury / illness trends exist at the facility / workplace?

☐ Yes ☒ No

If yes, explain:

## **EVALUATION OF EMPLOYER'S OVERALL SAFETY AND HEALTH PROGRAM**

**Construction Industry:**

☒ Yes ☐ No Employer has an Accident Prevention Program

☒ Yes ☐ No Employer has a written Accident Prevention Program

☒ Yes

☐ No

Partial Contents of the written program

**Evaluation of Safety and Health Program:** (0=Nonexistent, 1=Inadequate, 2=Average, 3=Above average)

Written Safety and Health Program: [ 2 - Average ]

Communication to Employees: [ 2 - Average ]

Enforcement: [ 2 - Average ]

Safety Training Program: [ 2 - Average ]

### CLOSING CONFERENCE NOTES:

The Closing Conference was conducted with Vincent O'Flarherty, Attorney. The CSHO discussed the hazards and concerns observed during the inspection. The CSHO used the checklist and discussed all aspects of the employer, employee's rights and responsibilities to include 11C rights, which means the employer, cannot take any adverse action against employees for disclosing any safety related information during the inspection.

Were any unusual circumstances encountered such as, but not necessarily limited to, abatement problems, expected contest and/or negative employer attitude? If yes, explain below:

☐ Yes      ☒ No

#### Closing Conference Checklist ("x" as appropriate)

- ☒ No Violations Observed
- ☐ Gave Copy Employer Rights
- ☐ Reviewed Hazards and Standards
- ☐ Discuss Employer Rights/Obligations
- ☐ Encouraged Informal Conference
- ☐ Offered Abatement Assistance
- ☐ Discussed Consultation Programs
- ☐ Employer/Employee Questionnaires

#### Closing Conference held with Employee Representative

☐ Jointly      ☐ Separately

# STEVE LEMAY, LLC

## FATALITY INVESTIGATION FACTORS (INSP# 1309996)

### A. Personal Data – Victim

1. Name – STEVE LEMAY

2. Address – Ex 672

3. Telephone –

4. Age – 56.

5. Sex – Male.

6. Job Title – Owner - Tower Construction / Ironworker.

7. Date of Employment – Company operating approx. 4 years.

8. Time in Position – 4 Years as owner; approx. 30 years in the industry.

9. Job being done at the time of the incident – Victim and three other employees engaged in changing out diagonal support rods on the 105 ft. level of the tower.

10. Training for job being performed at time of the incident – The owner (deceased) and workers were all union members having job related training to include Fall Protection and PPE usage for the tasks involved in this type of work. The victim was additionally trained in rigging and heavy equipment operations. Per the Attorney for the company, many of the training records were on the owner's mobile laptop in a company truck on site, which was destroyed in the tower wreckage. Records that were recovered are contained in the report.

11. Employee deceased / injured – Owner was killed on site.

12. Nature of injury – Multiple Blunt Force Trauma to Back and Body Systems.

13. Prognosis of injured employee – Deceased from Injuries.

## **B. Incident Data**

**1. How and why did the incident occur?** – OSHA Engineers are yet evaluating and studying to determine if there were any visible and preventable causes that contributed to the failure of the tower. However, the victim and three other workers working at the 105Ft Level of the tower, had changed out five of six support diagonal cross braces ( Hog-Rods) and were in the process of changing the six rod when they heard the twisting and popping sounds of the tower. The tower started to move and that was when the workers begin an emergency exit from the tower. The victim (Owner) was struck by the falling debris and was buried by the wreckage upon its collapsing to the ground. Webster County Emergency Officials responded. The victim was pronounced dead at the scene from the severe injuries.

**2. Physical layout** – There was a small maintenance/communications building at the base of the tower. The tower was approx.50 years standing 1891 ft. above ground, supported by numerous guy wires.

**3. Sketches / drawings** – Blue Prints provided by Missouri State University. CSHO photos also provided.

**4. Measurements** – 50 year tower standing 1891 feet above ground, sitting on approx. one acre of land owned by MSU. Other measurements and details contained in the Blue Prints provided.

**5. Video / audio / photos – identify sources** – Photos taken by CSHOs.

**6. Was the accident work-related?** – Yes it was.

## **C. Equipment or Process Involved**

**1. Equipment** - TV/ Communications Tower

**2. Owner** – Missouri State University

**3. Kind of process** – The Steve Lemay Crew was carrying out repair/modification work required to comply with and in accordance with the new changing FCC Programming Requirements, per the specifications and instructions noted in the TCI, Inc. Assessment and Evaluation.

**4. Condition** – The Tower was approx. 50 years old having endured years of weather related events. TCI Engineers had evaluated the tower and determined its

worthiness and condition to with stand the repairs and or revisions that were needed to meet the FCC Programming Requirements.

**5. Misuse** – Nothing determined.

**6. Tasks performed** – Changes and modifications as per FCC requirements.

**7. How often equipment is used** – Continuously.

#### **D. Witness Statements**

**1. Public** – Webster County Police Dept. report in file.

**2. Fellow employees** – Interviewed and Documented.

**3. Management** – Interviews.

**4. Medical personnel** – Webster County Coroner's Report in file.

#### **E. Safety and Health Management System**

**1. Does employer have a safety and/or health management system?** – Yes,  
Attorney provided requested documents.

**2. Does the system address the type of hazard that resulted in the fatality / catastrophe?** – Yes

**F. Multi-Employer Work Site** – This is not a Multi-Employer Worksite.

4

Pages Withheld

           Audio Recordings Withheld

Exemption(s):

- ☐ 2 internal personnel rules and practices
- ☐ 3 information exempt under other laws
- ☐ 4 trade secrets and proprietary data
- ☒ 5 internal deliberative memorandum and opinions
- ☐ 6 personal privacy
- ☐ 7(c) law enforcement (personal privacy)
- ☐ 7(d) law enforcement (confidential source)

Comments:

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# STEVE LEMAY, LLC – UPDATES

Tuesday April 24, 2018

Tuesday June 27, 2018

## **Monday April, 23, 2018**

- CSHO Ray and Maloney continued investigation on site at Fordland, MO.
- CSHO's met with National Office Engineer, Brian Ewing and briefed him on the event and activities CSHO's had conducted to date.
- CSHO Ray conducted an additional Opening Conference with Steve Lemay Manager, Alyson Powers, who had flown to location from Seattle, WA last Friday, April 20, 2018. She stayed over the weekend to assist crew members with their return flights back to Washington. She also remained in the area to receive the company Mgt. Rep. Wade Lawyer and company Legal Rep who will be flying in from Texas Wednesday, April 25, 2018.
- CSHO's and OSHA Engineer, Brian Ewing conducted an extensive evaluation of the carnage, took more photos and videos. Much discussion and questions are ongoing. Engineer assessed the work drawings he had been provided earlier and began to inventory and evaluation materials and equipment. He conducted an intensive walk around accompanied by the CSHO's.



- He states that he will continue his evaluation and conduct some calculations etc. today. He will meet with Steve Lemay Reps when they arrive Wednesday, along with CSHO.
- CSHO has coordinated with MSU Officials to arrange for all the Lemay reps to enter the site and meet with OSHA for continued site evaluation on Wednesday.

## STEVE LEMAY, LLC – UPDATE

Tuesday June 27, 2018

- June 7, 2018 - OSHA National Office led a Telephone Conference with Kansas City Area Office CSHO and AAD along with Employer TCI and their legal counsel. The purpose of the phone conference was for the National Office Engineer and TCI Engineers to discuss information relating to the Specs and Plans of the provided Blue Prints and Job Tasks.
- Subpoena documents received from Missouri State University, TCI-(Tower Consultants Inc.). Related information forwarded to the National Office.
- Steve Lemay Attorney informs KCAO and Chuck Gordon that Subpoena requests for documents may not be possible due to all the information being contained on a Lap Top Computer that was badly damaged during the Tower Collapse Accident.
- Attorney for Lemay informed OSHA that some of the requested documents were recovered and was delivered to KCAO on June

22, 2018. Those documents are currently being reviewed by both the CSHO and the National Office Engineer.

- MSU informed the KCAO that plans are being made to start separating the steel wreckage of the Tower. They anticipate starting this process the week of July 16, 2018. They communicated that timeline to National and KCAO. The National Office Engineer plans to be on the site July 18 as will the CSHO.
- At this point, Documents are being reviewed and the National Office is also evaluating and doing their calculations to make any recommendations that may be warranted.

10

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           Audio Recordings Withheld

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Comments:

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**STEVE LEMAY, LLC - Inspection # 1309996 - Photos – From # IMG 1582 – Location: : KZOK TV Communications Tower wreckage, Fordland, MO.; Description:** Various photos taken around the site of the Collapsed Tower Fatality Accident . The Tower was approx. 50 years old and was being upgraded to accommodate new FCC programming requirements.





**STEVE LEMAY, LLC - Inspection # 1309996 - Photos – From # IMG 1582 – Location: : KZOK TV**  
**Communications Tower wreckage, Fordland, MO.; Description:** Various photos taken around the site of the Collapsed Tower Fatality Accident . The Tower was approx. 50 years old and was being upgraded to accommodate new FCC programming requirements.





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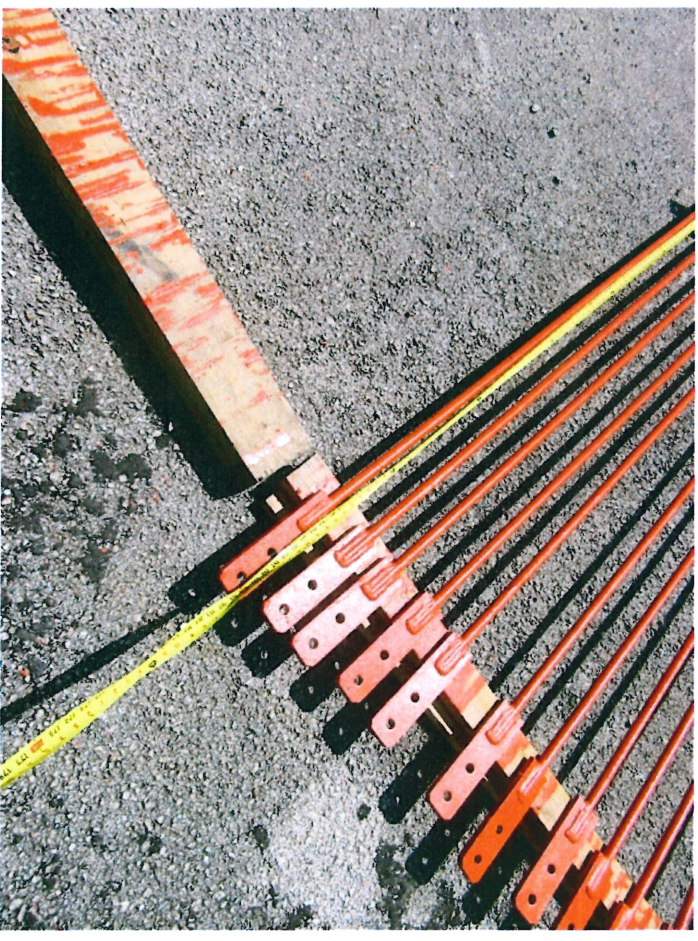
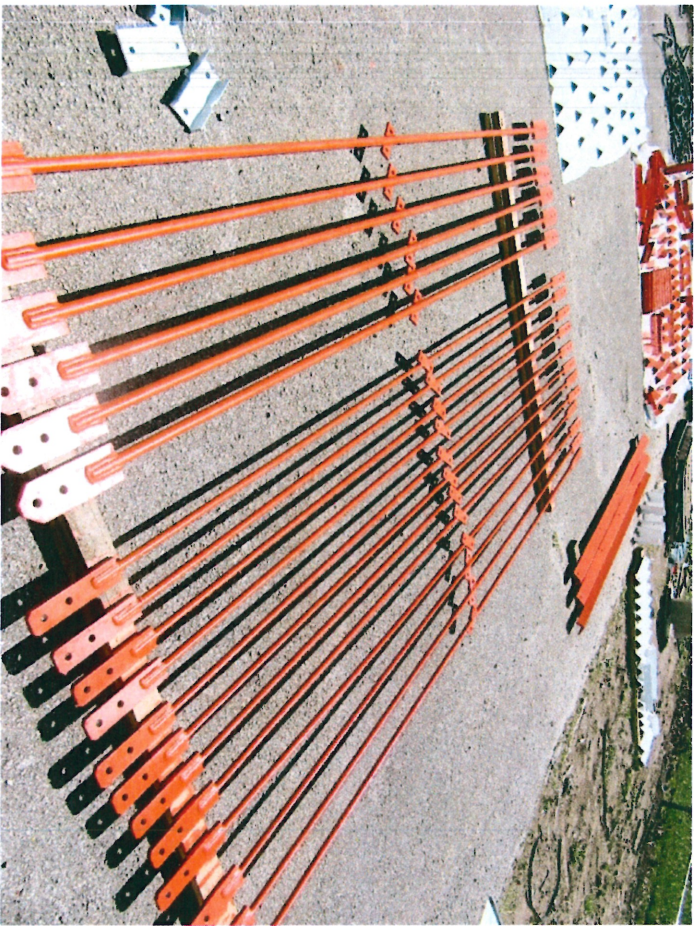


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**STEVE LEMAY, LLC - Inspection # 1309996 - Photos – From # IMG 1582 – Location: : KZOK TV Communications Tower wreckage, Fordland, MO.; Description:** These are the “Hog-Rods”, Cross bracing pieces that were being replaced at various locations identified on the tower. This was the first day of work of which only 5 of 6 of these per bay had been installed when the tower fell.





**STEVE LEMAY, LLC - Inspection # 1309996 - Photos - From # IMG 1582 - Location : KZOK TV**  
Communications Tower wreckage, Fordland, MO.; **Description:** Various photos taken around the site of the Collapsed Tower Fatality Accident . The Tower was approx. 50 years old and was being upgraded to accommodate new FCC programming requirements. Layout of Materials and parts.





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STATE OF MISSOURI, DEPARTMENT OF REVENUE, DIVISION OF REVENUE, LOCATION: NEWLY COMMUNICATIONS TOWER WRECKAGE, FORDLAND, MO.; **Description:** Various photos taken around the site of the Collapsed Tower Fatality Accident. The Tower was approx. 50 years old and was being upgraded to accommodate new FCC programming requirements. Five of the old rods that had been replaced just before it fell.





**STEVE LEMAY, LLC - Inspection # 1309996 - Photos – From # IMG 1582 – Location: : KZOK TV Communications Tower wreckage, Fordland, MO.; Description:** Various photos taken around the site of the Collapsed Tower Fatality Accident . The Tower was approx. 50 years old and was being upgraded to accommodate new FCC programming requirements.





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**U.S. Department of Labor**

**Occupational Safety and Health Administration  
Kansas City Area Office  
2300 Main St, Suite 168  
Kansas City, Missouri 64108  
816-483-9531**



April 24, 2018

*Copy*

Robbie Jernigan – Deputy Coroner  
Webster County Coroner's Office

Mr. Jernigan;

The Occupational Safety and Health Administration (OSHA) investigate workplace fatalities and catastrophes resulting in the hospitalization of three or more workers.

Per our conversation on April 24, 2018, this is our written request for your medical examiners report for patient Steve Lemay, who passed away during a Tower Collapse Incident in Fordland, MO. on April 19, 2018. OSHA is investigating this work related incident and would like to request your related documents for our investigation.

Please email the requested report to me at the e-mail address: [ray.chester@dol.gov](mailto:ray.chester@dol.gov) .

Thank you for your assistance.

Sincerely,

Chet Ray  
Safety Compliance Officer  
Department of Labor -OSHA  
2300 Main St, Suite #168  
Kansas City, MO 64108

Ph- 816-502-0313  
Fax – 816-483-9724  
[ray.chester@dol.gov](mailto:ray.chester@dol.gov)

CONFIDENTIAL

7

Pages Withheld

           Audio Recordings Withheld

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Comments:

*Autopsy Report from Webster*  
*County Coroner's Office*

5

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Comments:

*Police Report - May be obtained from  
The Webster County Sheriff's Dept.*



Opening Conference Worksheet  
Establishment ID #

U. S. Department of Labor  
Occupational Safety and Health Administration



UPA # <input checked="" type="checkbox"/>	Inspection # <input checked="" type="checkbox"/>	CSHO ID / Consent?	Denied Entry - Yes / No	Person Denying - Date & Time
1329556	1309996	W3063	NO	

Voluntary Compliance Programs	State Consultation Onsite? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	OSHA VPP Site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	OSHA Partnership? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Business Name: <u>STEVE LEMAY, LLC</u>	President/Owner: <u>CHAROL LEMAY - President</u> <u>STEVE LEMAY - Supt. &amp; Owner</u>
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Site Address: <u>KOZK River - Ford MO</u>	Site Phone:	Site FAX:
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Mailing Address: <u>PO Box 2554</u> <u>STANWOOD, WA 98292</u>	Mail Phone: <u>360-435</u> <u>5117</u>	Mail FAX:
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Number of EE's on Site: <u>6</u>	Number Of Covered Employees 12 MO.: <u>9</u>	Number of Employees Controlled by Employer: <u>9</u>	Federal Tax ID:	Contractor General or Sub: <u>---</u>	Corp/Part/Sole: <u>LLC</u>	Interstate Commerce: <u>YES</u>
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Entry Date: <u>4/9/18</u>	Time:	Opening Conference Date: <u>4/10/18</u>	Time:	Walk-Around Date:	Time:
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Employer Representatives Contracted	Name: <u>DAVIDSON - TOWERS</u>	Title: <u>Office MGR</u>	Function: <u>IOC</u>	Walk-Around: <u>YES</u>
	Name: <u>VINCE O'FLAHERTY</u>	Title: <u>ATTORNEY</u>	Function:	Walk-Around:
	Name: <u>ALX POWERS@STEVELEMAI.LLC.NET</u>	Title:	Function:	Walk-Around:
	Name:	Title:	Function:	Walk-Around:

Employee Representation OSH Act 8(e) Employee Participation	Local #/Union Name/Rep: <u>LOCAL 86 - POWERS</u>	Address and Telephone: <u>4550 So. 130th PL #102</u>
	Local #/Union Name/Rep: <u>TAKWILA, WA</u>	Address and Telephone: <u>Takwila 98168</u>
	Local #/Union Name/Rep: <u>DEREK PATCHES - BA</u>	Address and Telephone: <u>206-248-4246</u>

Inform Employer of:	<input checked="" type="checkbox"/> Walkthrough (items on complaint, plain site, issues identified by employees, possible referrals to CSHO's)	<input checked="" type="checkbox"/> Pictures and videotaping (recording sound)
	<input checked="" type="checkbox"/> Expansion may occur based on info from records, program review, & walk-around inspection - 8(f)(2)	<input checked="" type="checkbox"/> Confidential/Private employee interviews - 8(a)(2)
	<input checked="" type="checkbox"/> Trade Secret/Proprietary information disclaimer	<input type="checkbox"/> Employee Rights - 11(c)
	<input type="checkbox"/> Pictures & Video - Section 15	<input type="checkbox"/> Outside contactors on site
		<input type="checkbox"/> Safety and Health Program Evaluation

Record Keeping & Related Information:	Req. Date/Time: <u>10-12-18</u>	Rec. <input checked="" type="checkbox"/> OSHA 300 logs and OSHA 300A - Summary for Past Five Years
	YTD: <u>*</u>	<input type="checkbox"/> OSHA 300 log for Current YTD, Total employee hours work YTD, and Avg.# of employees

Health & Safety Programs & Training Records	Req. <input type="checkbox"/> Rec. <input type="checkbox"/> Hazard Communication	Req. <input type="checkbox"/> Rec. <input type="checkbox"/> BBP-Exposure Control	Req. <input type="checkbox"/> Rec. <input checked="" type="checkbox"/> Fall Protection
	<input type="checkbox"/> Lock Out / Tag Out	<input type="checkbox"/> PPE Hazard Assessment	<input type="checkbox"/> Trenching
	<input type="checkbox"/> Forklift Training Program	<input type="checkbox"/> Confined Space	<input type="checkbox"/> Evac. Procedures
	<input type="checkbox"/> Respiratory Program	<input type="checkbox"/> Assured Grounding/GFCI	<input type="checkbox"/> Other:

Safety and Health Program Evaluation	<input type="checkbox"/> Written Safety and Health Program	<input checked="" type="checkbox"/> Conduct Safety Meetings
	<input type="checkbox"/> Written Safety and Health Program on Site	Where? <u>DAVIDSON</u>
	<input type="checkbox"/> Enforcement/Disciplinary Program	How Often? <u>daily</u>
	<input type="checkbox"/> Safety Training Program	Who Conducts? <u>STEVE LEMAY</u>

PPE Required	<input checked="" type="checkbox"/> Hard Hat	<input type="checkbox"/> Steel Toe Boots/Shoes	<input checked="" type="checkbox"/> Safety Glasses	<input type="checkbox"/> Safety Goggles	<input type="checkbox"/> Hearing Protection
	<input type="checkbox"/> Respirators	<input checked="" type="checkbox"/> Fall Protection	<input type="checkbox"/> Other:		

NO Roll SIDE

## Closing Conference

U. S. Department of Labor  
Occupational Safety and Health Administration

Company	Closing Location ( i.e. on site or Tele-conference)	Inspection Number
Closing Information	Date: 10-16-18	Time:
Exit Information	Date:	Time:

## Employer Representatives

Function Codes:  
C=Closing Conference  
M=Other Mgmt. Official

Name	Emily DENNING	Title	Para Legal	Function
Name		Title		Function
Name		Title		Function

## Checklist

- ☐ For each apparent violation:  
- Nature of the violation  
- Abatement measures  
- Possible abatement dates
- ☒ Citations must be posted where employees can see them. The citation must be posted until the violation is corrected or for a minimum of 3 working days.
- ☐ There are four courses of action you can take if you receive citations:
1. You may be offered an Expedited Informal Settlement Agreement... 30% reduction in penalties. ( Note: No other offers available if accepted )
  2. You may schedule an informal conference within 15 days of receipt of the citations with the area director to discuss the following:
    - a. Better explanation of the violations
    - b. Better explanation of the standard that applies
    - c. Discuss abatement methods
    - d. Discuss abatement dates
  3. If you do not agree with the citation, penalty, or abatement date, you have 15 days to file a letter of contest with the area office.
  4. If you agree to the citation and penalty, you must correct the violation according to the abatement date and pay any penalties
- ☐ Bring abatement information and other information with you to the informal conference.
- ☐ If you do not contest or schedule an informal conference, the citations will become a final order.
- ☐ The OSH Act prohibits employers from discriminating or discharging an employee who has exercised their right under the law to file an OSHA complaint.
- ☐ Free onsite Consultation is available to the employer from OSHA ONSITE consultation (250 at one site/500 total). 573-751-3403 In Missouri 1-800-735-2966
- ☐ Union Rights  
The employees must be notified by the employer if a notice of contest is filed or a petition for modification of abatement is filed. The union has a right to contest the abatement date. The contest of abatement must be in writing within 15 days of receipt of the citations.
- ☐ Petition for Modification of Abatement (PMA). If unable to meet an abatement date, the petition must be submitted as soon as possible, but no later than 1 working day after the abatement date. Provide reasons why additional time is needed (scheduling, back order, sampling results, etc). OSHA may conduct a monitoring inspection to ensure adequate progress has been made.
- ☐ We may conduct a follow-up inspection if you do not abate the hazardous condition and send us the abatement certification. A failure to abate penalty can be up to \$100 per day, starting at the day the abatement was due.
- ☐ Additional Resources – Duty Officer 5 days per week during business hours. [www.osha.gov](http://www.osha.gov)

## References

## Nature of Violation

## Possible Abatement Dates

Discussed Case Interview and Conducted Closing on Phone with Mrs. DENNING, Para Legal for Attorney O'Flaherty. Mrs. O'Flaherty was out of office for next two days. Stated she has Authority to Accept Closing Conference info in his absence. Requested written Document to Substantiate Choral Legum's Company Status. Email was sent and Accepted Showing Company is being dissolved and will stop by long before in business. Case Closed

10/16/18

OSHA INSPECTION QUESTIONNAIRE  
- CONSTRUCTION -

4/20/18

Company Information:

Company Name: STEVE LEMAY, LLC Fed. Tax I.D. #: 46-9800608

Business Address: 9494 SUNRISE DR. BLAIR, WA

98200 Telephone #: 509-420-4761 Fax #: ( )

Site Address: 905 STATE HWY FF FORDLAND

65602 Telephone #: ( ) Fax #: ( )

Type of Business: Tower Erector

Type of Company: Corporation X Partnership        Sole Owner       

Type of Contractor: Prime X Subcontractor       

Name of Corporation President or Owner: STEVE LEMAY

Total Company Employees on Site: 6

Maximum Number of Employees Controlled by Company at any Time During the Past 12 Months: 10

Safety Information:

Does Your Company have a Written Safety and Health Program? Yes

Is a Copy Available on the Jobsite? Yes

Does Company Conduct Safety Meetings: Onsite X Offsite        Both       

How Often are Safety Meetings Held? Daily

Who Conducts Safety Meetings?       

Does Your Company have a Written HAZARD COMMUNICATION PROGRAM for Chemicals Used on the Jobsite? Yes        No       

(over)

\* Provided BY  
SCOTT Maloney



If Yes, is it Located on the Jobsite? Yes \_\_\_\_\_ No \_\_\_\_\_

Are all the MATERIAL SAFETY DATA SHEETS for all Chemicals Used on the Jobsite Readily Available to all Personnel? Yes \_\_\_\_\_ No \_\_\_\_\_

Have all Employees on the Jobsite been Provided with Training on the Hazards of Chemicals Used: Yes \_\_\_\_\_ No \_\_\_\_\_

Who Provides the CHEMICAL HAZARD COMMUNICATION TRAINING to the Employees Working on the Jobsite for Your Company? \_\_\_\_\_

Who is in Charge of the HAZARD COMMUNICATION PROGRAM at Your Jobsite?

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

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Does Your Company Keep OSHA 200 Logs (Accident and Injury Records)? \_\_\_\_\_

If Yes, Where are They Located? \_\_\_\_\_

Is Your OSHA "SAFETY AND HEALTH PROTECTION ON THE JOB" Poster Displayed? \_\_\_\_\_

Did Your Company Elect to use the ASSURED EQUIPMENT GROUNDING PROGRAM for Electric Tools and Equipment? Yes \_\_\_\_\_ No \_\_\_\_\_

Did Your Company Elect to use GROUND FAULT CIRCUIT INTERRUPTERS for Electric Tools and Equipment? Yes \_\_\_\_\_ No \_\_\_\_\_

Are Your Employees Represented by a Union? Yes ☒ No ☐

If Yes, What is the Name and Local Number? Local #86

Iron Worker

Union Address: \_\_\_\_\_

Telephone #: ( ) \_\_\_\_\_ - \_\_\_\_\_

Union Steward's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: ( ) \_\_\_\_\_ - \_\_\_\_\_

Your Name (Print): WADE LAWYER

Your Signature: WADE

Your Job Title: Project Mgr.

1629 Tree Line

Your Address: Flower Mound, TX 75028

Today's Date: 4-20-18

Time: 2:30 AM/PM PM

4-20-18

STEVE LEMAY, LLC

WADE LAWYER, Project Mgr (Fleming)  
360-922-4707

~~9494~~ 9494 Sunrise Dr.  
BLAINE, WA 98230  
P.O. Box 254  
STARWOOD, WA

Ally Powers, H.R.  
509-470-4761

# Employees 10 total

Union Local #86  
IRON WORKERS  
Seattle, WA

CREW WAS ONSITE 4-15-18  
Blue Prints on site determined  
by Engineer

SCOTT  
MACONEY

Ex 6.7c.7d

$\frac{1}{2}$  pipe  
Hog Rodo  
2-3 guy wires

Acc  
During painting on the SW side  
of the Ste painting Hog Rons

PPE STEVE LEWIS full-body harness  
Double-Lanyard. High Vis. boots

Wind has shut ephuges down on  
Wed. April

RE. Efface the whole tower  
1st tower  $\frac{1}{2}$ " -  $\frac{3}{4}$ "

First Day on the job. Structural  
Failure

Keep pressure pulling in & out  
Diagonals

Pull together with Turber  
Needle Hog Rod drilled out  
3-5 minutes

Sound

Steve told them to come down tower

Steve  
Murray

3 legs - North legs twisted  
when they pulled Hog Reel  
1 leg twisted

Elevator was gone to Sit. Opaco  
Ladders

(Toe-Shoe)  
Who hosted Steve

FCC Regulations

$\frac{1}{2}$  pipe

Usually start

Taken out Whole Bag

Michael? Harist Operator

Handling up the Hog Reel

Hog Reels

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Ex 67c.7d

$\frac{1}{2}$ " Dia

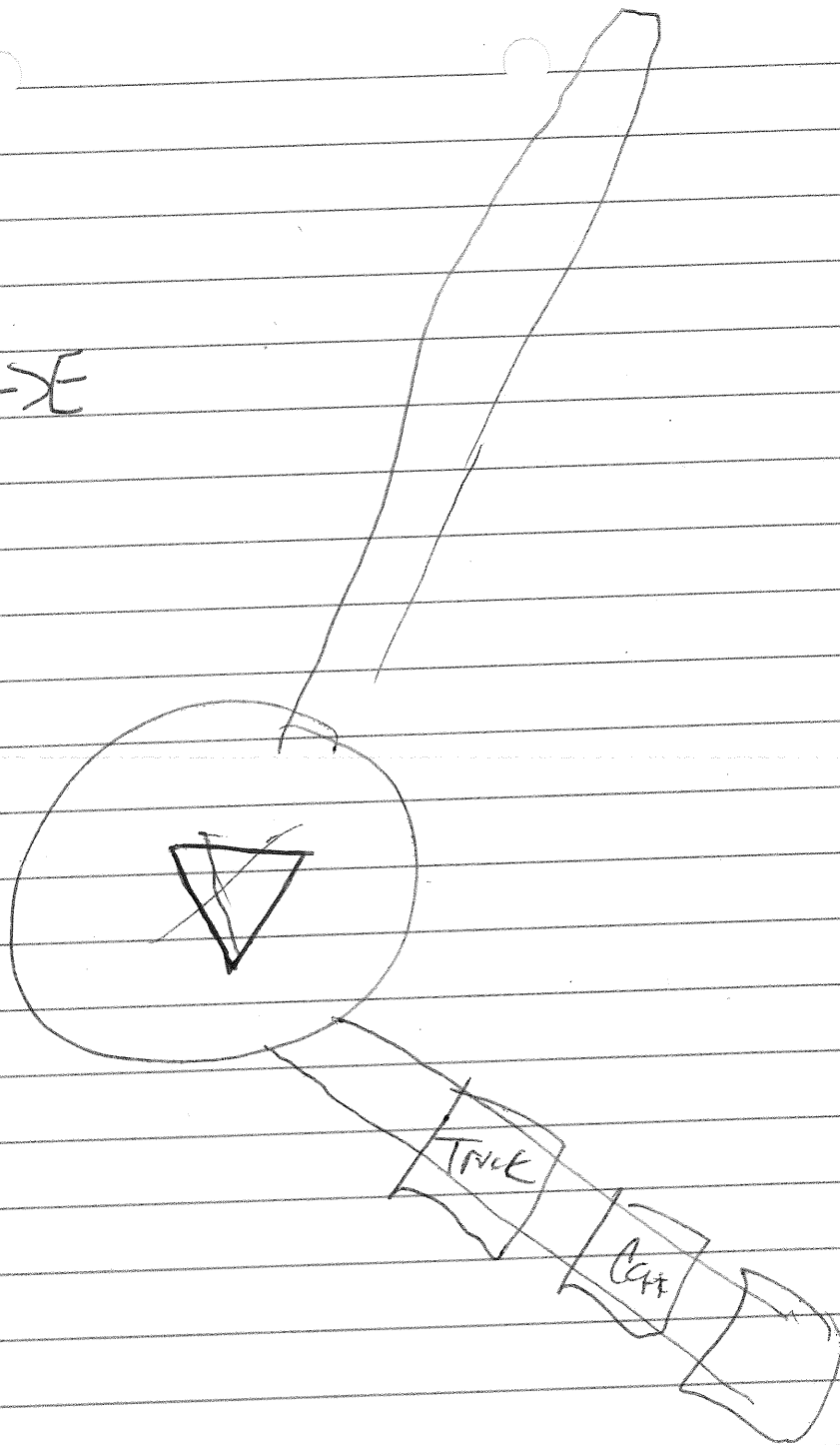
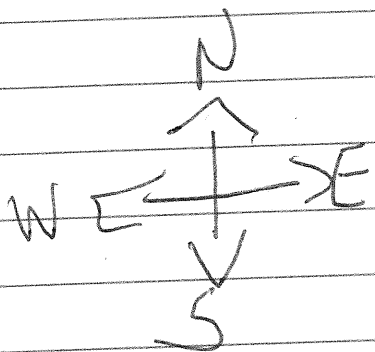
Put in 5 Reels taking  
out the old Reel

Handling things Right after  
TIRFOR WAS  $\frac{5}{8}$ " Braided  
Wire

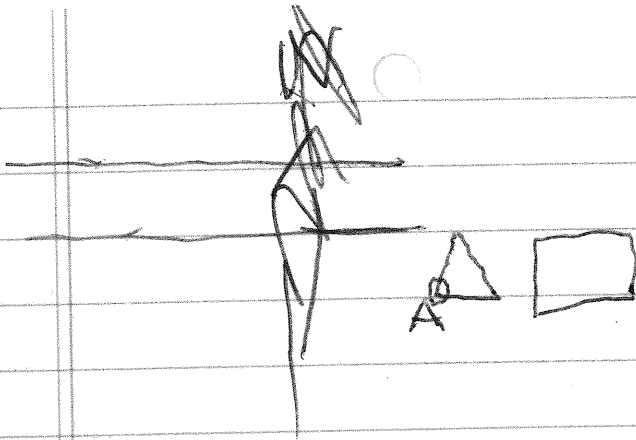
Put TIRFOR on first takes  
takein off Hog Reel off  
Got 50-75' away from

Scott  
Mallory





fl  
Sister  
Mama



Ex 6,7c,7d

Apr. 4-15-18 unloaded  
everything.

THURSDAY Accident  
Set up through. Finished rising

Top Blocks - Set at 1890'  
1870

2 6" McKimich Top Block  
4 1/2" cable

2 3/8" cables for pan on  
main basket

2 derrick

Bottom 4 toe Blocks  
Only stress.

Scott  
Maloney

Start 1:45 a.m.

Tooled

Daily job box meeting

Showed us the blue print

Bold parts plus needed to  
be engineered

Start at Bottom & Work

Not that good

Print & Rust everywhere - Ages

Older tower

No work on Wed under

20 mph. Wind Speed

Gauge

Steve Leray makes the call on

this day. Daily Breezy

Changing out leg rods

No half-pipe work

Reinforcement of pen legs

Done then at the same time

Middle of tower. Start in

Next to the tower

Getting ready

One that was a problem

One leg had

Scott  
Molloy

Tower move. Saw the tower  
man. Perhaps trying  
Got you

lets get off the tower  
Jumped the gun with him  
Operator

Time starts now 25 seconds  
Steve trying to stop  
Go the man working on the site  
Michael works with Tim

Daughter

105' level approx 1 hr

Talks on Radio's

4 others on tower

No signals between

6 hrs Red 1/2 in

All D's popped in class  
Class 4 Rigging Plan?

Ex 6.7d

Structural Keypin & maintenance

Operator

Operator Kents: Foreleft

Sasco & Hydradynne

Yellow brand

OSHA Overhead Crane: dust

Scott  
Moloney



Oshin 10 Classo

Onsite training

Steve Henry, LCC

Worked in the yard easing in  
on jobsite work in things

Steve Henry

Depends on what we are doing

6 Hog beds

1st Experience

1st Bay

1st Day

Charging

Hoistler Steer turn Both NATURAL

8:00 - 8:30

Getting Hog beds Ready

Hook to Dyne. Tools that measure  
weight & force

8:00 - 8:30

9:15 - 9:30 a.m.

Ex 6, 7, 7d

Something going on

Organize Before Keep this in  
order

Days 6 that in A/C joint

Scott Melnyk

Hog Roast

13' 4"

Modification MADE

Supports  $5/8"$  TWO  $3/4"$   
on 2nd Hog Roast  
Sent down to drill out.

49

100x1

102x5 - 12

100x1 - 6

Set on  
the  
STAMS

100x2 on ground + 20  
9

Sent  
meeting

On JOB Box

100x 2 7

100x 1 — 9

On ground 100x115 (By 27  
On ground 100x112

100x6 — 6

100x1 27  
4 9  
6  
42

Scott  
Malone

HAMES

~~1/2 PIPE~~  
~~1/8 TIRE FORS~~ (Co  
~~1/8 TIRE FORS~~ (computer))

LABOR - HAND

- HOG ~~RODS~~

- FCC Regulation

- 1/2 PIPES changed

- one HOG ROD LEFT

- Michael - (first operator)

~~630~~ - Started

• NOAA (NWS) - 417-863-8028

BILL DAVIS - "PATY"

"STEVE ~~RUNNELS~~" 417-863-1456 x726

Spring

"RUNNELS"

WX Request - 4/24/15

apex



8 Pages Withheld

4 <sup>and</sup> Audio Recordings Withheld

- Exemption(s):
- ☐ 2 internal personnel rules and practices
  - ☐ 3 information exempt under other laws
  - ☐ 4 trade secrets and proprietary data
  - ☐ 5 internal deliberative memorandum and opinions
  - ☒ 6 personal privacy
  - ☒ 7(c) law enforcement (personal privacy)
  - ☒ 7(d) law enforcement (confidential source)

Comments:

Employee Interview Statements

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2

Pages Withheld

                     Audio Recordings Withheld

Exemption(s):

- ☐ 2 internal personnel rules and practices
- ☐ 3 information exempt under other laws
- ☐ 4 trade secrets and proprietary data
- ☒ 5 internal deliberative memorandum and opinions
- ☐ 6 personal privacy
- ☐ 7(c) law enforcement (personal privacy)
- ☐ 7(d) law enforcement (confidential source)

Comments:

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## Ray, Chester E. - OSHA

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**From:** Vincent F. O'Flaherty <voflaherty@voflaw.com>  
**Sent:** Tuesday, October 16, 2018 5:26 PM  
**To:** Ray, Chester E. - OSHA  
**Subject:** Steve Lemay LLC

Mr. Ray

Per your request I have inquired as to the status of Steve Lemay, LLC. This email confirms that Carol Lemay, surviving spouse of Steve Lemay, advises me that it is her plan to no longer operate Steve Lemay, LLC. She intends to formally close it down for corporate purposes on 12/31/18. Most of its assets have been sold and it is not taking on new business.

Vince O'Flaherty

*Vincent F. O'Flaherty*  
*Law Offices of Vincent F. O'Flaherty, Attorney, LLC*  
*3637 Main*  
*Kansas City, Missouri 64111*  
*816-931-4800 (Telephone)*  
*voflaherty@voflaw.com*



## Ray, Chester E. - OSHA

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**From:** Ray, Chester E. - OSHA  
**Sent:** Tuesday, May 15, 2018 12:28 PM  
**To:** voflaherty@voflaw.com; alypowers@stevelemayllc.net  
**Cc:** Lorek, Karena - OSHA; Ewing, Bryan - OSHA; Robinson, Kimberly R. - OSHA; Lowrey, Steve - OSHA; Gordon, Charles W- SOL  
**Subject:** Steve Lemay, LLC - Information/Documents Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

In our continuing investigation of the Steve Lemay, LLC Fatality Accident, the Occupational Safety and Health Administration (OSHA) is requesting the following information/documents:

- Rigging Plan(s) detailing the anticipated loads, line/sling sizes, material composition, capacities and angles, hoist locations, weaving plan, etc.. for all hoisting equipment and the associated lifts (man-basket, guy wires, etc.)
- Construction phase plan and material delivery schedule detailing diagonal replacement procedures and an inventory list of when and what materials have been (will be) delivered to the site
- Daily site log (they may not have kept a log of the wind speeds), members installed, rigging installed, etc.
- Contract and written scope of work between Steve Lemay, LLC, MSU and TCI
- Inspection records for the two Blue Hoist Units that were in use on the work site
- Training records of all the workers and Mr. Lemay, to include but not limited to Fall Protection, Forklift, PPE, Hoist Operations, and Rigging Operations
- Hazardous Communications Training Program
- Lock Out Tag Out Program
- Federal Tax ID Number

Respectfully,

Chet Ray  
Safety Compliance Officer  
Dept. of Labor - OSHA  
Region 7 - Kansas City Area Office  
P - 816.483.9531  
[ray.chester@dol.gov](mailto:ray.chester@dol.gov)



**United States of America**  
**DEPARTMENT OF LABOR**  
**Occupational Safety and Health Administration**  
***SUBPOENA DUCES TECUM***

**TO:** Steve Lemay LLC Custodian of Records, c/o  
Vincent F. O'Flaherty, Attorney;  
Vincent F. O'Flaherty Law, LLC  
3737 Main Street  
Kansas City, MO 64111

*Pursuant to Section 8(b) of the Occupational Safety and Health Act (29 U.S.C. 657(b)  
you are hereby required to appear before **Karena Lorek, Area Director, or her designee of the***

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION**  
**UNITED STATES DEPARTMENT OF LABOR**

*at 2300 Main Street Suite 168 in the City of Kansas City, Missouri on the 15<sup>th</sup> day of June  
2018 at 9:00 am o'clock of that day, and you are hereby required to bring with you and  
produce at said time and place the following books, papers and documents: The documents listed  
on the attached Appendix A.*

**FAIL NOT AT YOUR PERIL**

IN TESTIMONY WHEREOF *I have hereunto affixed my  
signature and the seal of the UNITED STATES  
DEPARTMENT OF LABOR at  
2300 Main Street, Suite 168 this  
4<sup>th</sup> day of June, 2018*

  
Karena Lorek  
Area Director, Occupational Safety and Health Administration  
UNITED STATES DEPARTMENT OF LABOR





## APPENDIX A

(Document Request for Steve Lemay LLC or related entities c/o Vincent F. O'Flaherty Law, LLC)

You are required to produce the following documents:

1. The documents, including emails, correspondence, and memorandums, including attachments, between Steve Lemay, LLC, Missouri State University, and Tower Consultants Inc. (TCI) regarding the Reinforce Tower, KOZK Project since January 1, 2017.
2. The Rigging Plan(s) detailing the anticipated loads, line/sling sizes, material composition, capacities and angles, hoist locations, weaving plan, etc. for all hoisting equipment and the associated lifts (man-basket, guy wires, etc.) for the Reinforce Tower, KOZK Project.
3. The documents relating to the Construction phase plan and material delivery schedule detailing diagonal replacement procedures for the Reinforce Tower, KOZK Project.
4. The inventory list showing when and what materials were delivered or remained to be delivered to the work site.
5. The Daily Site Logs or other documents showing wind speeds, members installed, rigging installed, progress of work, etc.
6. The Contract, written scope of work, and other documents defining the roles of the parties entered into between Steve Lemay, LLC, MSU and TCI for the Reinforce Tower, KOZK Project.
7. The Inspection records for the two Blue Hoist Units that were in use on the work site.
8. The Training records for all employees and Mr. Lemay, on the following topics: Fall Protection, Forklift, PPE, Hoist Operations, and Rigging Operations.
9. The Training records for all employees and Mr. Lemay on any training topics Steve Lemay, LLC, beyond those listed in the previous requests.
10. The Hazardous Communications Training Program information.
11. The Lock Out Tag Out Program information.
12. The documents showing the Federal Tax ID Number for Steve Lemay, LLC.

I hereby certify that a duplicate original of the within subpoena was duly served  
(Indicate by Check method used):

~~by~~ by leaving in person, or  
~~at~~ at principal office, or place of business, to wit:

Lauren McCluskey  
ASSOC Attorney

On the person named herein

On (Month, Day, Year)

June 4<sup>th</sup> 2018

(Name of the person making service)

Wendy Barden

I certify that the person name herein was  
in attendance as a witness at

Stone  
Lemay  
Rav 6-4-18

On

(Month, Day, or Days, and Year)

(Name of person certifying)

(Official Title)



U.S. Department of Labor

Occupational Safety and Health Administration  
Kansas City Area Office  
2300 Main Street, Suite 168  
Kansas City, Missouri 64108-2486  
816-483-9531/Facsimile 816-483-9724



May 23, 2018

Vincent F. O'Flaherty  
Law Offices of Vincent F. O'Flaherty, Attorney, LLC  
3637 Main Street  
Kansas City, Missouri 64111

Re: Steve Lemay LLC OSHA inspection

Dear Mr. O'Flaherty:

We have completed our inspection of the orange metal equipment job boxes and release of the forklift. This equipment can be moved by your company at any time.

We are requesting all other equipment including the man basket, the hoist units including wenchers and related equipment, and shoes remain on site at least through the tear down process. We have contacted Missouri State and they will be contracting a tear down of the remaining structure. We will be observing the tear down and inspecting the structure and equipment during that process.

We appreciate your cooperation. If you have any questions please feel free to contact me at 816-502-0327

Respectfully,

Karena Lorek  
Area Director  
Kansas City Area OSHA Office

7017 3040 0000 1377 4972

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

**LAW OFFICES OF VINCENT F. O'FLAHERTY,  
ATTORNEY, LLC**

3637 MAIN STREET  
KANSAS CITY, MISSOURI 64111

TELEPHONE: (816) 931-4800

FAX: (816) 756-2168

VINCENT F. O'FLAHERTY  
email: [voflaherty@voflaw.com](mailto:voflaherty@voflaw.com)  
"fortuna favet fortibus"

June 7, 2018

*Via Email: [Ray.Chester@dol.gov](mailto:Ray.Chester@dol.gov)*  
Mr. Chet Ray, Safety Compliance Officer  
Department of Labor - OSHA  
Region 7 - Kansas City Area Office  
2300 Main Street, Suite 168  
Kansas City, MO 64108


Re: Steve Lemay, LLC

Dear Mr. Ray:

In accordance with the request made by Chuck Gordon on June 6, 2018, please find attached photographs taken at our office of Steve Lemay's damaged laptop.

Very truly yours,

LAW OFFICES OF VINCENT F. O'FLAHERTY,  
ATTORNEY, LLC

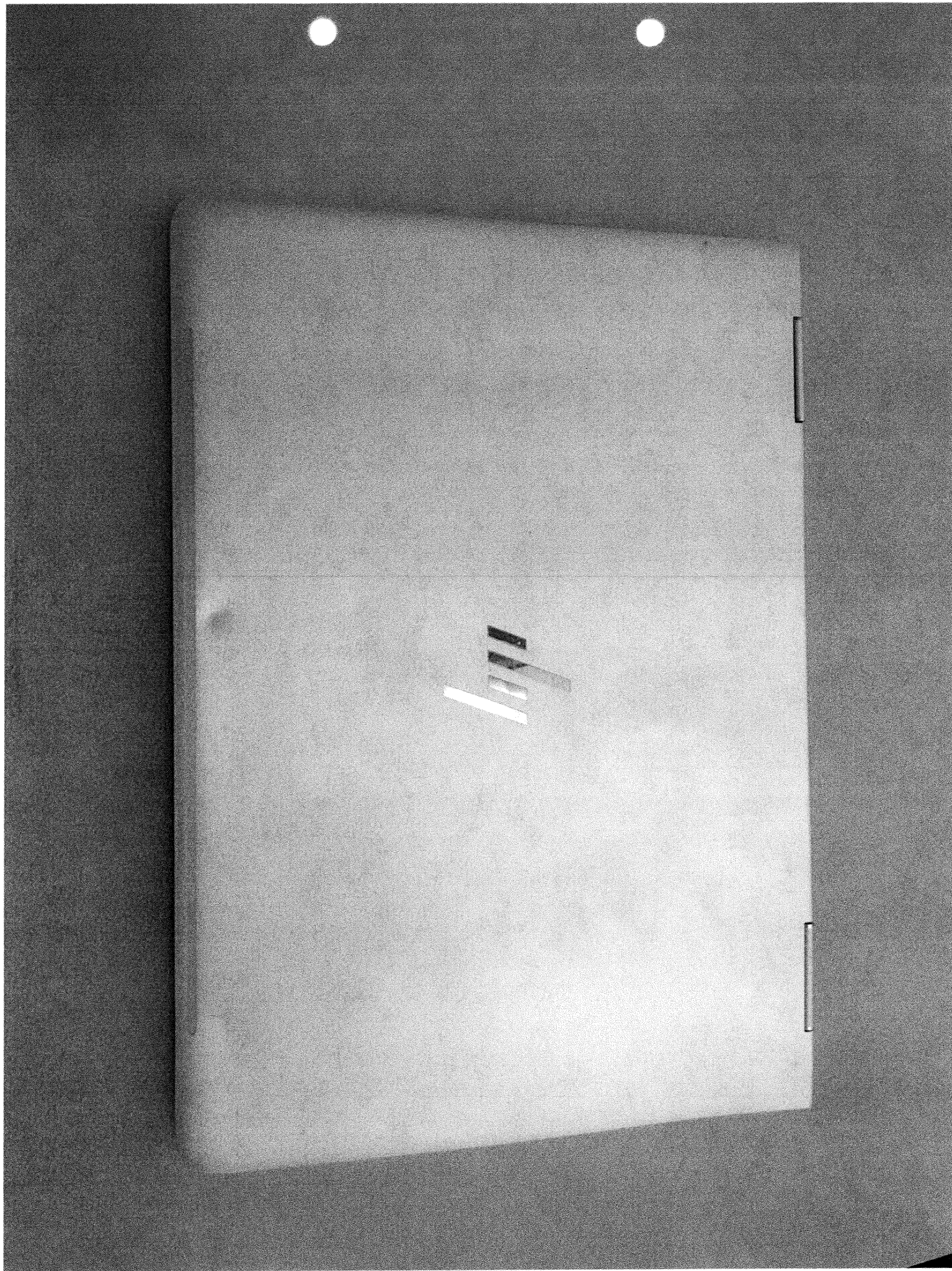
  
Vincent F. O'Flaherty  
*2/1/18*

VFO:cd  
Enc.

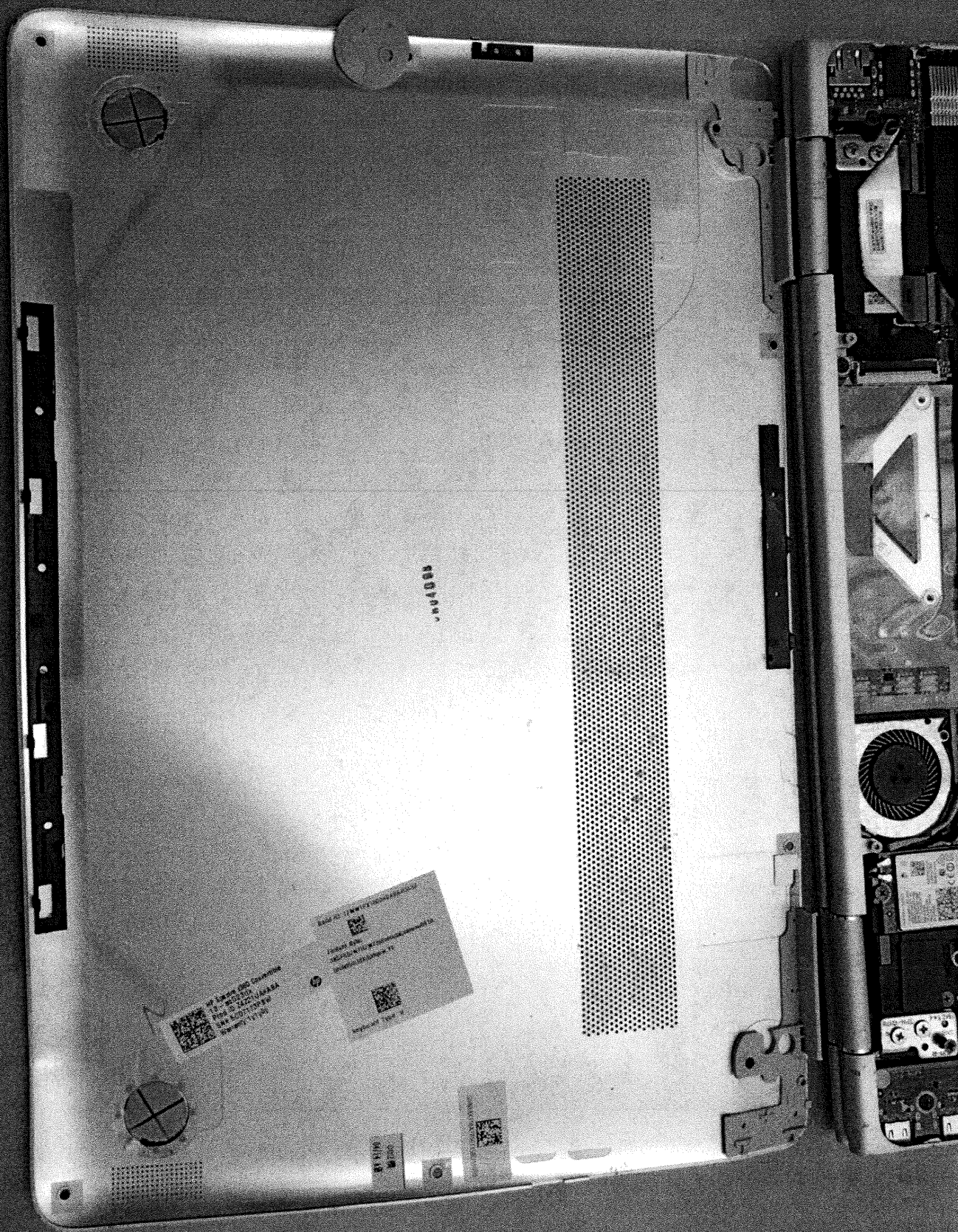
cc: Mr. Charles W. Gordon, Jr. (via email)







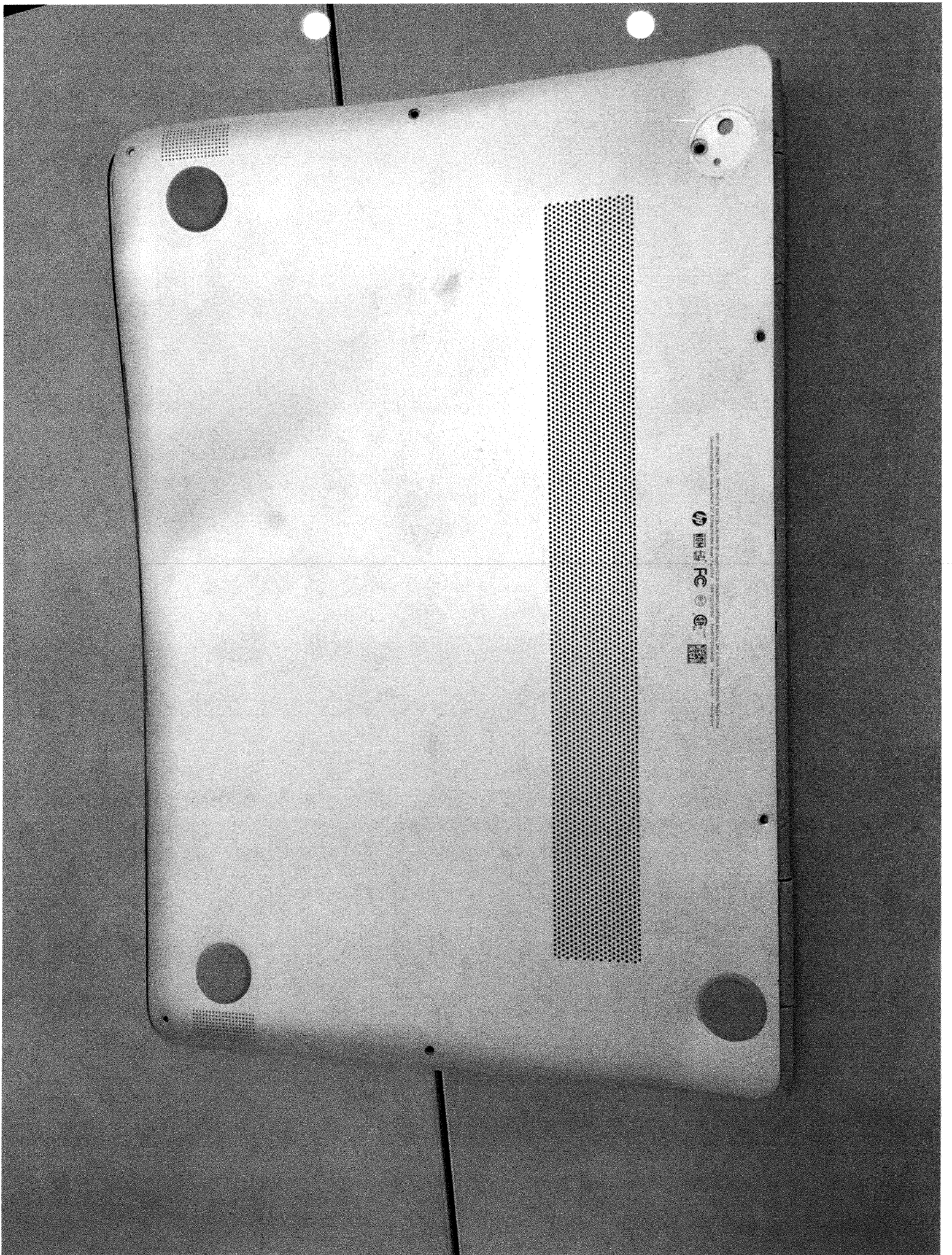








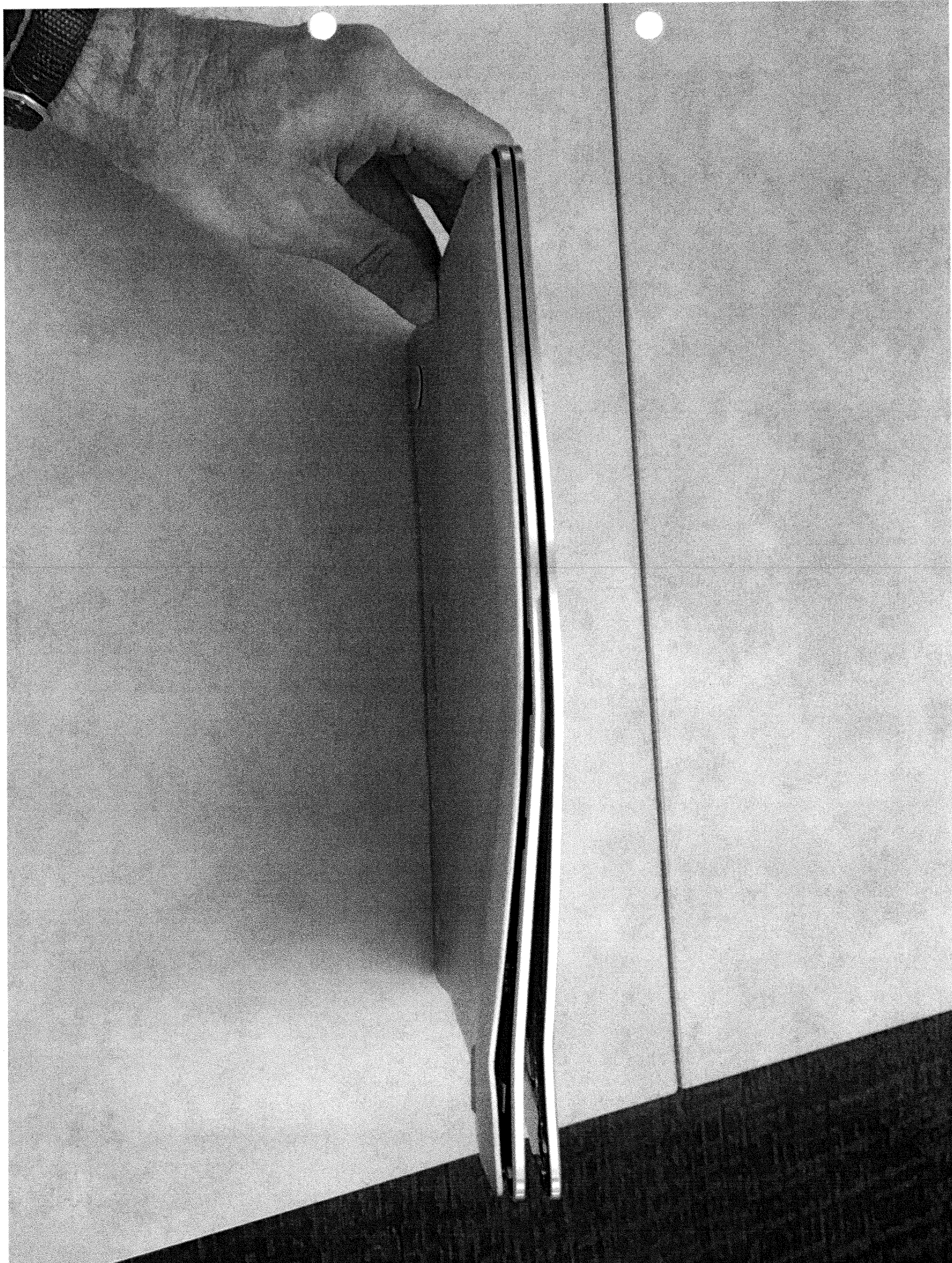


















**LAW OFFICES OF VINCENT F. O'FLAHERTY,  
ATTORNEY, LLC**

3637 MAIN STREET  
KANSAS CITY, MISSOURI 64111

TELEPHONE: (816) 931-4800  
FAX: (816) 756-2168

VINCENT F. O'FLAHERTY  
email: voflaherty@voflaw.com  
"fortuna favet fortibus"

June 6, 2018

***Via Hand Delivery***

Mr. Chet Ray, Safety Compliance Officer  
Department of Labor - OSHA  
Region 7 - Kansas City Area Office  
2300 Main Street, Suite 168  
Kansas City, MO 64108

Re: Steve Lemay, LLC

Dear Mr. Ray:

Please be advised that I represent Steve Lemay, LLC (the "Company").

The Company acknowledges receipt of your email dated May 15, 2018 requesting a number of documents from the company. The Company further acknowledges the subpoena to its records custodian on the same topics. The Company can respond as follows:

- Rigging Plan(s) detailing the anticipated loads, line/sling sizes, material composition, capacities and angles, hoist locations, weaving plan, etc.. for all hoisting equipment and the associated lifts (man-basket, guy wires, etc.)

Response: The owners representative, TCI (Tower Consultants Inc.), supplied tower modification material to the site. Enclosed is a staged material checklist showing what was delivered to the site by TCI.

Also enclosed is the rigging plan for the "Reinforce Tower – Fordland, MO KOZK – Missouri State University.

- Construction phase plan and material delivery schedule detailing diagonal replacement procedures and an inventory list of when and what materials have been (will be) delivered to the site

Response: Attached is a printout of the schedule. Also enclosed is a notice to proceed dated December 14, 2017 from Missouri State University to Wade Lawyer.

Also enclosed are the construction drawings prepared and delivered by TCI which contain information on the diagonal replacement procedures and

inventory list of when and what materials would be delivered to the site. Also reference should be given to the staged material checklist from TCI.

- Schedule (Construction Phase Plan)

Response: Attached.

- Material Delivery Schedule

Response: Attached. You should know that only one truck (T1) arrived and was on the site. Truck two (T2) was not due yet to the site and had not arrived.

- Daily site log (they may not have kept a log of the wind speeds), members installed, rigging installed, etc.

Response: No daily site log has been located yet.

- Contract and written scope of work between Steve Lemay, LLC, MSU and TCI

Response: Please see the Notice to Proceed dated December 14, 2017. Also enclosed is an agreement dated December 14, 2017 between The Board of Governors of Missouri State University and Steve Lemay, LLC. Also attached are:

- November 16, 2017 Addendum from Missouri State University Planning, Design and Construction.
- Guy Wire Replacement Operations – procedures.
- Tower Modification Materials Proposal between TCI and Steve Lemay, LLC.
- A Purchase Order for materials.
- Missouri State University bid package to Reinforce Tower, KOZK – November 7, 2017.

- Inspection records for the two Blue Hoist Units that were in use on the work site

Response: Enclosed is an invoice from Konecranes dated August 18, 2017 evidencing visual and operational inspection on two CESCO double drum hoists.

- Training records of all the workers and Mr. Lemay, to include but not limited to Fall Protection, Forklift, PPE, Hoist Operations, and Rigging Operations



Response: My client advises that Mr. Steve Lemay kept worker training records with him on his laptop that was destroyed in the accident. My client continues to search for such records. My client has located copies of two OSHA training cards for Nathan McLeod and Tanner Klemann which are enclosed.

- Hazardous Communications Training Program

Response: Same response as to the other training records. The search continues for such records.

- Lock Out Tag Out Program

Response: My client advises that both hoists were set up with fail safe brake systems. In order to use the hoists, the brakes must be manually manipulated to release the spool brake. The hoists used hydraulics to release the spring applied brake. The hoists are not capable of operating at all without this manual intentional manipulating. My client advises this creates a built in lockout system on the hoists, so additional locks are not necessary. My client's crew was made aware of and trained on the system.

Attached is a NFFSTAR printout labeled "Control of Hazardous Energy (Lockout/Tagout) Compliance Program.


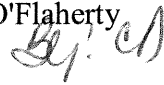
- Federal Tax ID Number

Response: 46-4600608.

We believe this constitutes a response for all of the documents requested. My client will continue to search for additional records and provide them if located.

Very truly yours,

LAW OFFICES OF VINCENT F. O'FLAHERTY,  
ATTORNEY, LLC

  
Vincent F. O'Flaherty  


VFO:ed

Enc.

cc: Mr. Charles W. Gordon, Jr.  
U.S. Department of Labor  
2 Pershing Square Building  
2300 Main Street, Suite 1020  
Kansas City, MO 64108



T1 - TRUCK 1  
T2 - TRUCK 2

**STAGED MATERIAL  
CHECK LIST**

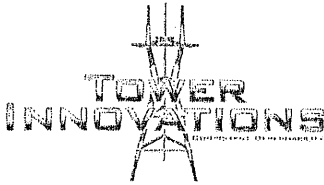
TCI 17.289.002 / PO 19069  
Tower Consultants Incorporated  
Fordland (Springfield), MO



Job No. 6715-30  
Proposal No. 171108.02am0  
Date January 9, 2018  
Design No. 171108.02  
Customer No. 197

Line	P/N	Description	Pc Mark	Qty	Part Wt	Weight	Qty Rcvd
1		<b>TOWER MODIFICATION MATERIAL</b>					
2		<b>SHEET 100</b>					
3	6715-100X1	TENSION ROD ASSEMBLY, GALV. (1) 7/8" S.R. X 12'-2", (2) PA-1/2" X 2-1/2" X 10" PL., (2) PB-3/8" X 2" X 3-3/8" PL.	100X1	60	33#	2004#	T1
4	6715-100X2	TENSION ROD ASSEMBLY, GALV. (1) 1" S.R. X 12'-2", (2) PC-1/2" X 3" X 10" PL., (2) PD-3/8" X 2" X 3-5/16" PL.	100X2	36	42#	1526#	T1
5	BT062X200A490XD	BOLT 5/8" x 2" BLACK, A-490 X BOLT, DOMESTIC		158	#	44#	T1
6	NU062BAD	NUT 5/8" BLACK, A563, ANCO NUT, DOMESTIC		158	#	16#	T1
7	WF062BD	FLAT WASHER 5/8" PLAIN BLACK, DOMESTIC		158	#	5#	T1
8	BT062X200GXD	BOLT 5/8" X 2" GALV, A-325-X BOLT DOMESTIC		264	#	74#	T1
9	BT062X300GXD	BOLT 5/8" X 3" GALV, A-325-X BOLT DOMESTIC		105	#	39#	T1
10	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC		369	#	37#	T1
11	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC		369	#	11#	T1
12		<b>SHEET 101</b>					
13	6715-101X3	TENSION ROD ASSEMBLY, GALV. (1) 7/8" S.R. X 11'-9-1/2", (2) PA-1/2" X 2-1/2" X 10" PL., (2) PB-3/8" X 2" X 3-3/8" PL.	101X3	6	33#	196#	T1
14	6715-101X4	TENSION ROD ASSEMBLY, GALV. (1) 7/8" S.R. X 11'-11-3/4", (2) PA-1/2" X 2-1/2" X 10" PL., (2) PB-3/8" X 2" X 3-3/8" PL.	101X4	6	33#	198#	T1
15	BT062X200GXD	BOLT 5/8" X 2" GALV, A-325-X BOLT DOMESTIC		52	#	15#	T1
16	BT062X300GXD	BOLT 5/8" X 3" GALV, A-325-X BOLT DOMESTIC		14	#	5#	T1
17	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC		66	#	7#	T1
18	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC		66	#	2#	T1
19		<b>SHEET 102</b>					
20	6715-102X5	TENSION ROD ASSEMBLY, GALV. (1) 1" S.R. X 11'-10", (2) PG-1/2" X 3" X 10" PL., (2) PD-3/8" X 2" X 3-5/16" PL.	102X5	12	42#	498#	T2
21	6715-102X6	TENSION ROD ASSEMBLY, GALV. (1) 1-1/4" S.R. X 11'-10", (2) PE-5/8" X 4" X 10-3/4" PL., (2) PF-3/8" X 2" X 3-3/16" PL.	102X6	6	67#	402#	T2
22	BT062X300GXD	BOLT 5/8" X 3" GALV, A-325-X BOLT DOMESTIC		20	#	7#	T1
23	BT075X250BA490XD	BOLT 3/4" x 2-1/2" BLACK, A-490 X-BOLT DOMESTIC		26	1#	13#	T1





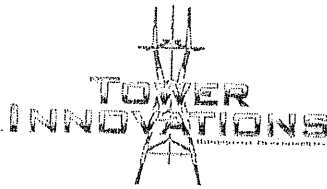
## STAGED MATERIAL CHECK LIST



**TCI 17.289.002 / PO 19069**  
**Tower Consultants Incorporated**  
**Fordland (Springfield), MO**

Job No. 6715-30  
Proposal No. 171108.02am0  
Date January 9, 2018  
Design No. 171108.02  
Customer No. 197

24	BT075X225GXD	BOLT 3/4" X 2-1/4" GALV, A-325-X BOLT DOMESTIC	54	#	25#	T1
25	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC	20	#	2#	T1
26	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC	20	#	1#	T1
27	NU075GAD	NUT 3/4" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC	54	#	9#	T1
28	WF075GD	FLATWASHER 3/4" GALV, DOMESTIC	54	#	3#	T1
29	NU075BAD	NUT 3/4" BLACK, A563, ANCO NUT, DOMESTIC	26	#	4#	T1
30	WF075BD	FLAT WASHER 3/4" PLAIN BLACK, DOMESTIC	26	#	1#	T1
31	SHEET 103					L
32	6715-103X7	TENSION ROD ASSEMBLY, GALV. (1) 1" S.R. X 12'-2", (2) PG-1/2" X 3" X 10" PL., (2) PD-3/8" X 2" X 3-5/16" PL. 103X7	18	42#	763#	T2
33	6715-103X8	TENSION ROD ASSEMBLY, GALV. (1) 1-1/4" S.R. X 12'-2", (2) PE-5/8" X 4" X 10-3/4" PL., (2) PF-3/8" X 2" X 3-3/16" PL. 103X8	6	67#	404#	T2
34	BT062X300GXD	BOLT 5/8" X 3" GALV, A-325-X BOLT DOMESTIC	27	#	10#	T1
35	BT075X250BA490XD	BOLT 3/4" x 2-1/2" BLACK, A-490 X-BOLT DOMESTIC	26	1#	13#	T1
36	BT075X225GXD	BOLT 3/4" X 2-1/4" GALV, A-325-X BOLT DOMESTIC	79	#	37#	T1
37	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC	27	#	3#	T1
38	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC	27	#	1#	T1
39	NU075GAD	NUT 3/4" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC	79	#	13#	T1
40	WF075GD	FLATWASHER 3/4" GALV, DOMESTIC	79	#	4#	T1
41	NU075BAD	NUT 3/4" BLACK, A563, ANCO NUT, DOMESTIC	26	#	4#	T1
42	WF075BD	FLAT WASHER 3/4" PLAIN BLACK, DOMESTIC	26	#	1#	T1
43	SHEET 104					I
44	6715-104S1	L3-1/2" X 2-1/2" X 3/8" X 8'-7" A36, GALV. 104S1	3	62#	185#	T1
45	BT062X225GXD	BOLT 5/8" X 2-1/4" GALV, A-325-X BOLT DOMESTIC	16	#	5#	T1
46	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC	16	#	2#	T1
47	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC	16	#	1#	T1
48	SHEET 105					I
49	6715-105M1	SPLIT PIPE, GALV. (1) PC. HSS 5.5" O.D. X .5" WALL X 29'-6 1/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT 105M1	6	392#	2352#	T2
50	6715-105M2	SPLIT PIPE, GALV. (1) PC. HSS 5.25" O.D. X .5" WALL X 29'-6 1/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT 105M2	21	373#	7833#	T2
51	6715-105M3	SPLIT PIPE, GALV. (1) PC. HSS 5.125" O.D. X .5" WALL X 29'-6 1/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT 105M3	12	363#	4356#	T2



## STAGED MATERIAL CHECK LIST

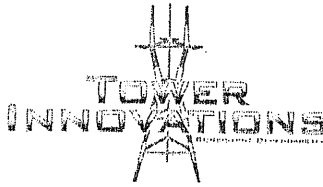


TCI 17.289.002 / PO 19069  
Tower Consultants Incorporated  
Fordland (Springfield), MO

Job No. 6715-30  
Proposal No. 171108.02am0  
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Design No. 171108.02  
Customer No. 197

52	6715-105M4	SPLIT PIPE, GALV. (1) PC. HSS 4.875" O.D. X .5" WALL X 29'-6 1/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	105M4	15	343#	5145#	T2
53	6715-105M5	SPLIT PIPE, GALV. (1) PC. HSS 4.75" O.D. X .5" WALL X 29'-6 1/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	105M5	15	333#	4995#	T2
54	6715-105M6	SPLIT PIPE, GALV. (1) PC. HSS 5.5" O.D. X .5" WALL X 30'-3 3/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	105M6	3	406#	1218#	T2
55		SHEET 106					
56	6715-106M7	SPLIT PIPE, GALV. (1) PC. HSS 5.5" O.D. X .5" WALL X 27'-3 1/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	106M7	3	365#	1095#	T2
57	6715-106M8	SPLIT PIPE, GALV. (1) PC. HSS 5.25" O.D. X .5" WALL X 7'-3 1/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	106M8	3	93#	279#	T2
58	6715-106M9	SPLIT PIPE, GALV. (1) PC. HSS 5.25" O.D. X .5" WALL X 20'-3 1/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	106M9	3	258#	774#	T2
59	6715-106M10	SPLIT PIPE, GALV. (1) PC. HSS 5.125" O.D. X .5" WALL X 26'-11 7/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	106M10	3	335#	1005#	T2
60	6715-106M11	SPLIT PIPE, GALV. (1) PC. HSS 4.875" O.D. X .5" WALL X 17'-2 1/4" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	106M11	3	202#	606#	T2
61	6715-106M12	SPLIT PIPE, GALV. (1) PC. HSS 4.875" O.D. X .5" WALL X 10'-2 7/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	106M12	3	121#	363#	T2
62		SHEET 107					
63	6715-107M13	SPLIT PIPE, GALV. (1) PC. HSS 4.75" O.D. X .5" WALL X 16'-1 15/16" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	107M13	3	185#	555#	T2
64	6715-107M14	SPLIT PIPE, GALV. (1) PC. HSS 4.75" O.D. X .5" WALL X 10'-2 7/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	107M14	3	117#	351#	T2
65	6715-107M15	SPLIT PIPE, GALV. (1) PC. HSS 5.25" O.D. X .5" WALL X 27'-5 5/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	107M15	6	350#	2100#	T2
66	6715-107M16	SPLIT PIPE, GALV. (1) PC. HSS 5.125" O.D. X .5" WALL X 27'-5 5/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	107M16	3	341#	1023#	T2
67	6715-107M17	SPLIT PIPE, GALV. (1) PC. HSS 4.875" O.D. X .5" WALL X 27'-5 5/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	107M17	3	322#	966#	T2
68	6715-107M18	SPLIT PIPE, GALV. (1) PC. HSS 4.75" O.D. X .5" WALL X 27'-5 5/8" A500 GR. B TUBE, (1) 1" HEAVY HEX NUT	107M18	3	313#	939#	T2
69		SHEET 108					
70	6715-108M19	C4 X7.25 X 9'-1/4" A36, GALV. CHANNEL	108M19	840	6#	4704#	T1/T2
71	6715-108M20	C4 X7.25 X 8'-1/4" A36, GALV. CHANNEL	108M20	588	5#	2940#	T1/T2
72	UB62X575X756GD2	U-BOLT 5/8" x 5-3/4" C-C x 7-9/16" I.S.L. DOMESTIC, 3" THR. A36		588	2#	1094#	T1
73	NU062GAD	NUT 5-3/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC		1176	#	118#	T1





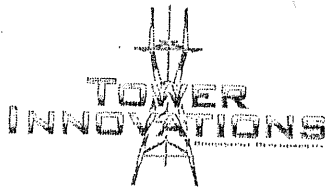
# **STAGED MATERIAL CHECK LIST**



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Fordland (Springfield), MO

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74	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC				1176	#	35#	TI
75	UB62X675X881GD	U-BOLT 5/8" x 6-3/4" C-C x 8-13/16" I.S.L. 3" THREADS, DOMESTIC				840	2#	1823#	TI
76	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC				1680	#	168#	TI
77	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC				1680	#	50#	TI
78		SHEET 109							—
79	6715-109LP1	1" X 6" X 2'-0" A36, GALV. PL.	109LP1	6	41#	245#			TI
80	6715-109LP2	2-1/4" X 6" X 2'-0" A36, GALV. PL.	109LP2	3	92#	276#			TI
81	6715-109P1	1/4" X 6" X 6" A36, GALV. PL.	109P1	6	4#	23#			TI
82	6715-109P2	1/8" X 6" X 6" A36, GALV. PL.	109P2	12	1#	16#			TI
83		SHEET 110							—
84	6715-110GP1	GUY PIN, A572-50, GALV. 2 15/16" S.R. X 11-1/8"	110GP1	6	22#	134#			TI
85	6715-110GP2	GUY PIN, A572-50, GALV. 2 15/16" S.R. X 1'-9 1/4"	110GP2	3	43#	128#			TI
86	6715-110PW1	PLATE WASHER, A36, GALV. 3/8" X 2-1/2" X 2-1/2"	110PW1	80	1#	56#			TI
87	BT062X500GXD	BOLT 5/8" X 5" GALV, A-325-X BOLT DOMESTIC		21	1#	11#			TI
88	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC		21	#	2#			TI
89	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC		21	#	1#			TI
90		SHEET 111							—
91	6715-111SA1	L3" X 3" X 1/4" X 1'-4 1/4" A36, GALV.	111SA1	179	7#	1181#			TI
92	6715-111SA2	L3" X 3" X 1/4" X 1'-1 1/4" A36, GALV.	111SA2	7	5#	38#			TI
93	BT062X175GXD	BOLT 5/8" x 1-3/4", ASTM A-325-X-BOLT DOMESTIC		16	#	4#			TI
94	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC		16	#	2#			TI
95	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC		16	#	#			TI
96	TR037X01050GD	THREADED ROD 3/8" X 10-1/2" ASTM A36 GALV. DOMESTIC		18	#	6#			TI
97	NU037GAD	NUT 3/8", HEAVY HEX ANCO NUT, DOMESTIC		36	#	1#			TI
98	WF037GD	FLATWASHER, 3/8", GALV., DOMESTIC		36	#	#			TI
99	BT037X375A307GD	BOLT 3/8" X 3-3/4" GALV, A-307, DOMESTIC		326	#	49#			TI
100	BT037X425A307GD	BOLT 3/8" X 4-1/4" GALV, A-307, DOMESTIC		50	#	8#			TI
101	NU037GAD	NUT 3/8", HEAVY HEX ANCO NUT, DOMESTIC		376	#	11#			TI
102	WF037GD	FLATWASHER, 3/8", GALV., DOMESTIC		376	#	4#			TI
103		SHEET 112							—
104	6715-112SA3	L3" X 3" X 1/4" X 1'-8 1/8" A36, GALV.	112SA3	1	8#	8#			TI
105	6715-112SA4	L4" X 3" X 1/4" X 2'-1 5/8" A36, GALV.	112SA4	1	12#	12#			TI
106	BT062X250GXD	BOLT 5/8" X 2-1/2" GALV, A-325-X BOLT DOMESTIC		3	#	1#			TI
107	BT062X200GXD	BOLT 5/8" X 2" GALV, A-325-X BOLT DOMESTIC		3	#	1#			TI



## STAGED MATERIAL CHECK LIST



**KLINE**

TCI 17.289.002 / PO 19069

Tower Consultants Incorporated  
Fordland (Springfield), MO

108	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC
109	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC
110		SHEET 113
111	6715-113SA5	L6" X 4" X 3/8" X 4 7/8" A36, GALV.
112	6715-113SA6	L6" X 4" X 3/8" X 6-1/2" A36, GALV.
113	6715-113FPI	1/4" X 2" X 2" A36, GALV, PL.
114	BT062X200GXD	BOLT 5/8" X 2" GALV, A-325-X BOLT DOMESTIC
115	NU062GAD	NUT 5/8" GALV, A563 DH HVY HEX ANCO NUT DOMESTIC
116	WF062GD	FLATWASHER 5/8" GALV, DOMESTIC

Job No. 6715-30  
Proposal No. 171108.02am0  
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6	#	1#	<u>TI</u>
6	#	#	<u>TI</u>
1	5#	5#	<u>TI</u>
1	7#	7#	<u>TI</u>
1	#	#	<u>TI</u>
6	#	2#	<u>TI</u>
6	#	1#	<u>TI</u>
6	#	#	<u>TI</u>

Total Weight 57662#





**REINFORCE TOWER**  
**FORDLAND, MO KOZK**  
**MISSOURI STATE UNIVERSITY**  
**Tower Consultants Inc.**  
**PROJECT # 180830-027.02**  
**RIGGING PLAN**

April 4, 2018  
Rev 1

**STEVE LEMAY LLC**  
POC: Wade Lawyer  
360.922.4707

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RIGGING PLAN NARRATIVE ..... 3

RIGGING PLAN TEMPLATE ..... 4-6

## Guy Wire Replacement Operations – Fordland KOZK

### Base Line Guy Wire Tensions

Prior to the start of any work, guy wire tensions will be measured at guy #6. Theodolites will be set up to record the current location, twist, and verticality of the tower being worked on to ensure the tower is in good working condition, P/T wise. We will then, release all #6 guys (only level to be changed) approximately 6" (but not more) to reduce the tensions from around 21k to 13-15k.

### Temporary Guy Wire

A 1" temp will be used 1 bay above each guy #6 to be changed. The temp will be pulled to tension using a 12k forklift and the 2-part 3/4" diameter pull-outs. Final tension will be achieved by alternating, coming up on the temp and coming down on the guy to be changed. Then the reverse after the new guy wire is installed.

### Hoist Set-up & Rigging the Towers

A 12 ton forklift will be used to pull our 3/4" diameter IPS "pull-outs" that will be rigged in a 2-part and connected to the anchor (guy to be changed). Configured in this manner, we will have the capacity to develop 18,800 pounds of line pull.

The tower will be rigged with a block and this block will have a wire rope running through it that will be used to hoist and lower guy wires to and from the Guy Wire Lug location.

The new guy wire spool will be supported in a strategically located spool stand.

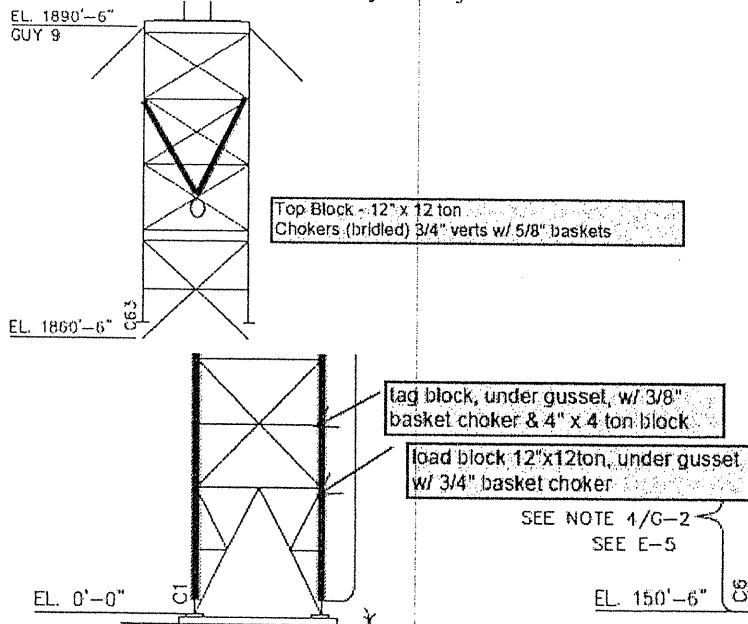
### Replacing the Guy Wire

Once the tower and anchor are rigged, the tower lug end of the new guy wire will be hoisted up the tower and temporarily hung one strut level below its final positions. Pre-positioning the guy wire in this manner will reduce the amount of time the tower is unsupported at the guy level where the new guy wire is being installed.

Using blocks and rigging, the wire to be replaced will be supported at the tower lug end while the nuts are backed off and the wire is "slacked". During the slacking process, theodolites will be used to monitor tower movement. Once disconnected from the tower guy lug, the old guy wire will be hung temporarily one level strut below the new wire.

The new wire will then be picked up, positioned and attached to the tower guy lug. The new wire will then be attached to the adjusting hairpins at the anchor end and brought to tension. When tensioning is complete, the tower end of the old guy wire will be lowered from the tower and coiled on the ground in an 8-foot radius circle. Once the top of the old guy reaches the ground, the anchor end of the guy wire will be attached with the hoist line, picked up, coiled in the same manner. This process will be the same for each guy replaced.

After all the guy work at an elevation is complete, a final check of verticality and tension will be made. This will be accomplished with theodolites and hydraulic jacks.





Job Number:	180830	Project Manager:	Wade Lawyer
Location:	Fordland, MO	Field Supervisor:	Steve Lemay
Customer:	MO ST U	New Erection:	
Date:	3.23.18	Modification/Equipment Change:	X
Job Scope: Add split pipe. Replace diags, horz, guy lm #6, , 6" x-mit line. P/T			
<b>CRITICAL LIFTS</b>			
Description	Lift Weight	Ball Weight	# of Parts Load Line Temp
Personnel Platform w/ personnel	1,650	NA	1
Material Platform w/ material	3,300	NA	1
Pick #6 guy-1-3/8 to 1200' pull-off	4,764	2000	2
pull temp for guy	13,000	NA	2 1
release guy	13,000	NA	2 1
*(originally 21kips but reduced to approx 13kips by reducing all #6 guys (6" @ hairpins w/ rams)			
<b>TOWER</b>			
Manufacturer:			# of guy levels
Steel Height:	1891	FT	Single top antenna
Face Width:	10	FT	T-Bar
Typical Section Length:	30	FT	Candelabra
Pivot Base:			
Fixed Base:	x		
Self Supporting:			
<b>ANTENNA (NEW)</b>			
Manufacturer:	NA		T/L size:
Length:		FT	Top flange mount:
Lug Height:		FT	Top bury mount:
Weight:		Pounds	Side mount:
<b>ANTENNA (Being Removed)</b>			
Manufacturer:	NA		T/L size:
Length:		FT	Top flange mount:
Lug Height:		FT	Top bury mount:
Weight:		Pounds	Side mount:
<b>GIN POLE</b>			
Manufacturer:	NA		Slings:
Capacity: (40% cantilever, 3% load line angle, 60 degree tag)		pounds	Bottom Verticals
Load Chart (date):			Bottom Baskets
Length:		FT	Track Baskets
Face Width:		Inches	
Total Weight:		Pounds	

### LOAD HOIST

Manufacturer: Cessco  
Model:  
Unit #: SL-03

Cable Size:	Load Line	Tag
Cable Type:	1/2	3/8"
Maximum Line Pull (pounds):	EIP	GAC
Dead End Connection:	10k	10K
Factory poured		
Turn back w/ clamps		
Wedge socket	X	x
Spliced eye/molly		

Detailed Description of Set-up: 1) Hoist will be tied down to resist 1.5x max intended load  
2) A load test of 125% of heaviest pick will be held in place - 5 min

Tag Type Inverted trolley

GUY PULL (No guy pull hoist: Using 12K forklift and 3/4 "pull outs"

Manufacturer: Gehl Forklift  
Model: RS12-42  
Unit #:

Cable Size:	Pull-out cable
Cable Type:	3/4
Maximum Line Pull (pounds):	IPS
Dead End Connection:	11,760 @ 5-1
Factory poured	(@ 2-part - 23kips)
Turn back w/ clamps	
Wedge socket	x
Spliced eye/molly	

Detailed Description of Set-up: Description included in Narrative. Will use 12K forklift & 2 part the 3/4" "pull-outs",

### TEMPORARY GUY WIRES

Type IPS  
Size 1"  
# of parts 1

Describe attachment at tower (Include cable end connection details, choker details, rigging set-up, etc):  
Block 1 bay below guy lug #6 attached with a 3/4" basket (IPS),  
to 1" shackle & 8" guy block

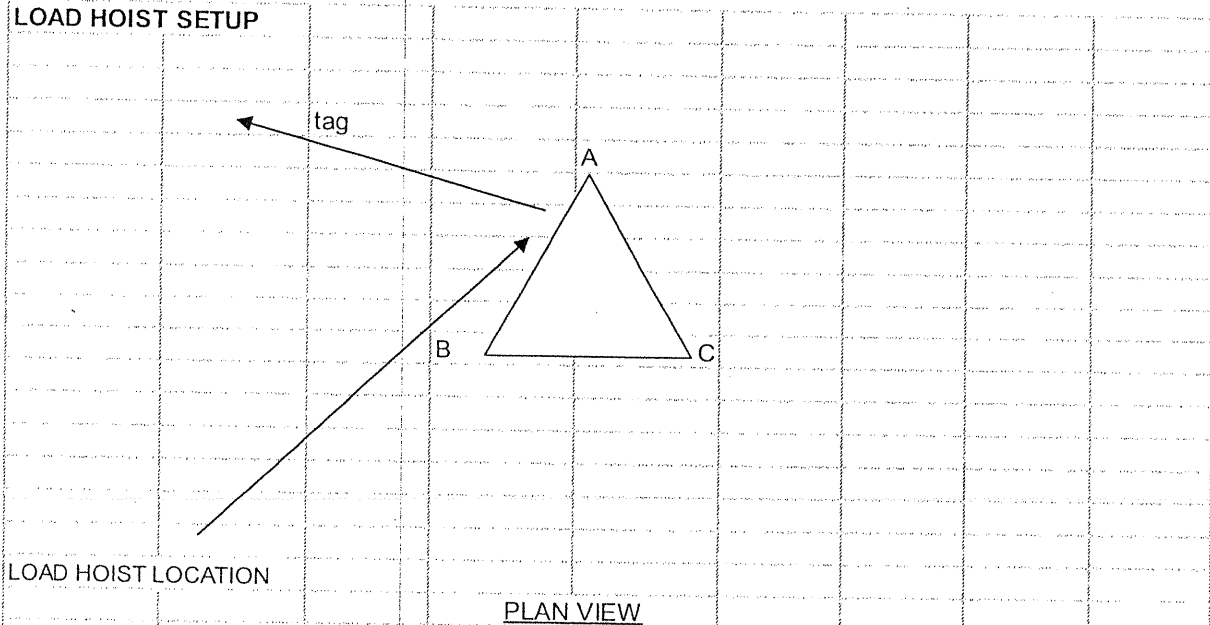
Describe attachment at anchor (Include cable end connection details, choker details, rigging set-up, etc):  
7/8" IPS steel choker (IPS) basketed around guy pin to 12" guy block

Temps cont.

Guy level	Proposed IT	After released 6" w/ rams
6	21kips	13kips

\* WILL RELEASE (w/ rams) ALL #6 GUY's PRIOR, TO REDUCE THE APPROX. 21KIPS DOWN TO 13KIPS

## LOAD HOIST SETUP



## LOAD HOIST LOCATION

## PLAN VIEW

## Instructions:

1. Show hoist in plan view. Provide distance and orientation with regards to tower base.  
Distance 75 FT  
Angle between tower face and load line 40 degrees  
Description: Load hoist is set up that base block pull will create the minimum stress to base
2. Indicate which leg(s) the base chokers/blocks are attached and method. Describe in detail.  
Attach photos if other than typical.  
A leg under gusset - 10' above fixed base.
3. Indicate height above concrete or location base blocks are attached in reference to top of base.  
10' above fixed base.
4. Indicate where top baskets/blocks are attached, height and method. If bridle set-up list the length of all chokers to calculate sling angle. Describe in detail.  
Total length of each bridle choker assembly 10 FT  
Description: 1 bay above or 1 bay below guy being changed. 3/4" steel choker (IPS) wrapped (basketed) around leg to a 12" dia block. Leg rigged will change depending what guy is being changed. A guy-A leg, B guy- B leg, C guy-C leg  
\* for steel mods, see sketch. Bridle assbly at 1883'



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g Plan

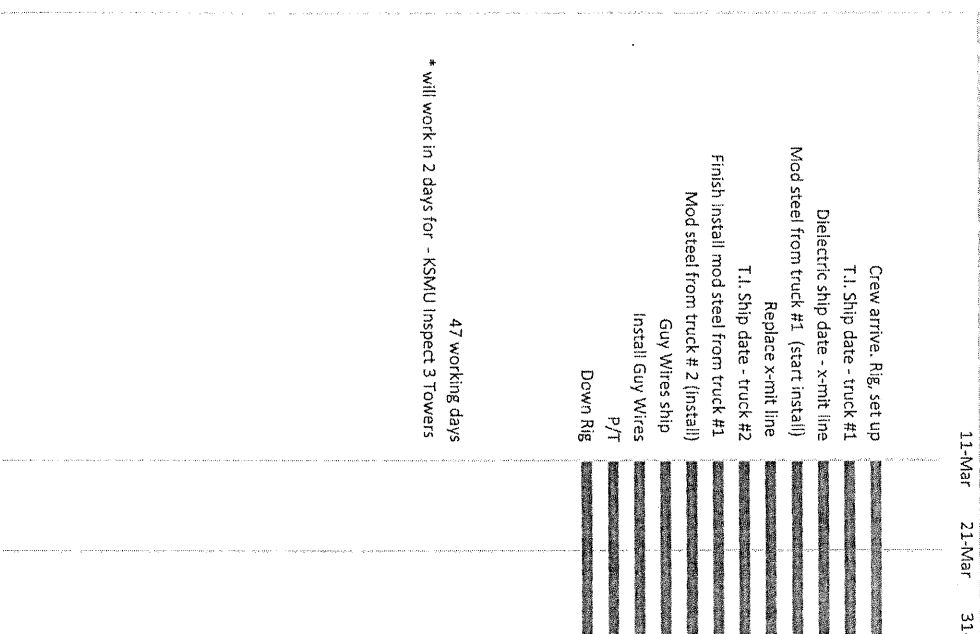
addy there; under the "load hoist" heading in the template, so I added the other right under.

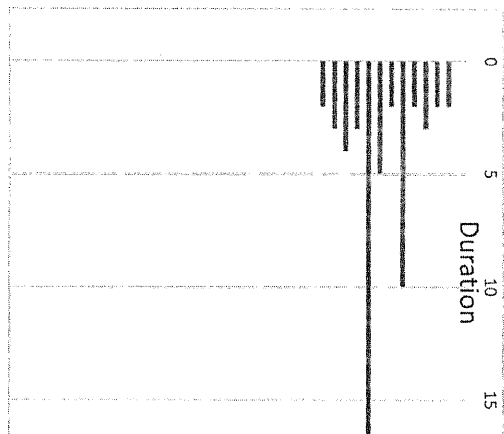
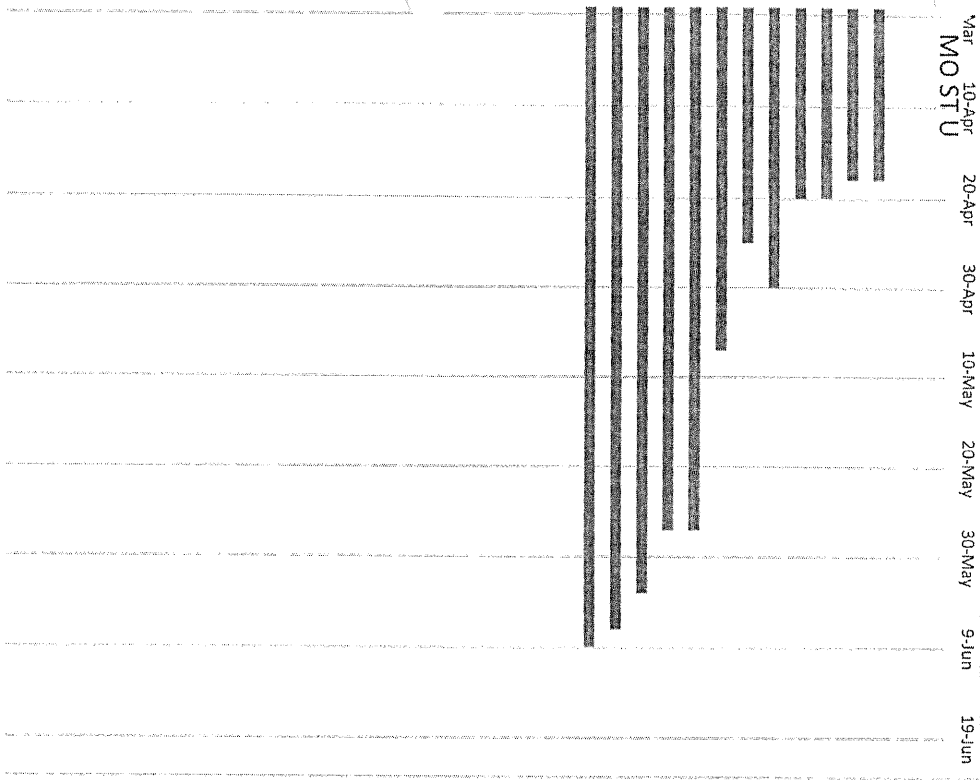
ipproved. Please add the following language to the plan:

id hold for 5 minutes.

t 1.5 times the maximum anticipated hoist load.

questions.

[illegible]









# Missouri State<sup>™</sup>

U N I V E R S I T Y

December 14, 2017

Mr. Wade Lawyer  
Steve Lemay, LLC  
PO Box 2554  
Stanwood, WA 98292

Re: Reinforce Tower, KOZK  
Project No.: 180830-027  
Contract No.: 180830-027.02


Dear Mr. Lawyer:

Please accept this letter as your NOTICE TO PROCEED with the above referenced project in compliance with your bid in the amount of \$764,000.00 dated November 24, 2017.

As a courtesy, we have emailed a copy of this notice to proceed to inform you of the contract award for the above referenced project. You will receive hard copies of this notice along with contract documents via regular mail. Please review and execute the agreement, furnish us with the required Performance-Payment Bond on the University form and supply the required insurance certificates prior to commencement of work. Once these requirements are met, you will receive a fully executed copy of the contract noting the University's acceptance. Enclosed is the tax exemption certificate, which should be used for material purchases in accordance with the specifications.

You should contact Mark Wheeler prior to starting work, as he will be coordinating the project for the University. Thank you.

Sincerely,



Douglas H. Sampson, AIA, LEED AP  
University Architect and Director of Planning, Design & Construction

cc: Tower Consultants, Inc.

**PLANNING, DESIGN & CONSTRUCTION**

901 South National Avenue • Springfield, Missouri 65897 • 417-836-5101 • Fax 417-836-6884

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# GENERAL NOTES

## GENERAL

1. ALL METHODS, MATERIALS, AND WORKMANSHIP SHALL FOLLOW THE DICTATES OF GOOD CONSTRUCTION PRACTICE.
2. ALL WORK INDICATED ON THESE DRAWINGS SHALL BE PERFORMED BY QUALIFIED CONTRACTORS WITH A MINIMUM OF 10 YEARS EXPERIENCE IN TOWER AND FOUNDATION CONSTRUCTION.
3. ALL DIMENSIONS, MATERIALS, AND DETAILS OF THE EXISTING STRUCTURES ARE INCLUDED FOR INFORMATION ONLY. CONTRACTOR SHALL FIELD VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION AND NOTIFY THE ENGINEER OF RECORD IMMEDIATELY OF ANY VARIANCE OR DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS. DETAILS NOT SPECIFICALLY SHOWN ON THE DRAWINGS SHALL FOLLOW SIMILAR DETAILS FOR THIS JOB.
4. DIMENSIONS AND ELEVATIONS GIVEN FOR THE NEW CONSTRUCTION MUST ALSO BE VERIFIED BY THE CONTRACTOR PRIOR TO THE INTENT OF THE CONTRACT DOCUMENTS.
5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
6. ANY MANUFACTURED DESIGN ELEMENTS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS AND SHOULD BE SIMILAR TO THOSE SHOWN. THESE DESIGN ELEMENTS MUST BE STAMPED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE THE WORK IS BEING PERFORMED. THE REGISTERED CONTRACTOR TO PREPARE PERMIT DRAWING SET SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE WHERE THE WORK IS BEING PERFORMED. ALL PERMITS, LICENSES, APPROVALS AND OTHER REQUIREMENTS FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANEOUS SHORING, BRACING, TEMPORARY SUPPORTS, ETC. NECESSARY TO PROVIDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS. ALL INSTALLATION PROCEDURES, SAFEGUARDS AND MEANS AND METHODS OF CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. A DETAILED RIGGING PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE OWNER FOR APPROVAL. THE RIGGING PLAN SHALL INCLUDE AS A MINIMUM: RIGGING TOWER DESCRIPTION, HOIST MODEL, AND CAPACITY, DATA, WIRE ROPE SIZE AND PLANNED LIFT WEIGHTS, GIN POLE SIZE AND CAPACITY, CHOKER SIZE AND CAPACITY, RIGGING DETAILS TO THE TOWER, APPLICABLE CODES AND STANDARDS.
1. ANSII/AISC: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. IBC: INTERNATIONAL BUILDING CODE, LATEST EDITION.
3. ASTM: STANDARDS FOR BUILDING CODES, LATEST EDITION.
4. ACI 318: AMERICAN CONCRETE INSTITUTE, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, LATEST EDITION.
5. ACI 315: AMERICAN CONCRETE INSTITUTE, DETAILS AND DETAILING OF CONCRETE REINFORCEMENT, LATEST EDITION.
6. CSRI: CONCRETE STEEL REINFORCING INSTITUTE, MANUAL OF STANDARD PRACTICE, LATEST EDITION.
7. AISC: AMERICAN INSTITUTE OF STEEL CONSTRUCTION, MANUAL OF STEEL CONSTRUCTION, LATEST EDITION.
8. AWS: AMERICAN WELDING SOCIETY, STRUCTURAL WELDING CODE, LATEST EDITION.

## FIELD AND FABRICATION

1. ALL STEEL FABRICATION TO BE DONE BY AN AISC CERTIFIED FABRICATION FACILITY IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
2. ALL STEEL TO BE ASTM A572 GR.50 (50KSI MIN YIELD STRENGTH) U.N.O. BOLTS TO BE ASTM A325 WITH ANCO LOCKWASHERS U.N.O.
3. ALL MATERIAL TO BE HOT DIPPED GALVANIZED PER ASTM A123 OR ASTM A153.
4. BOLT HOLE DIAMETER SHALL NOT BE MORE THAN 1/16" LARGER THAN NOMINAL BOLT DIAMETER AND SHALL BE PUNCHED OR DRILLED U.N.O.
1. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE. ALL WELDS TO BE INSPECTED FOR STRUCTURAL SOUNDNESS AND DOCUMENTED.
2. ALL ELECTRODES TO BE E70 LOW HYDROGEN TYPE.
3. MINIMUM WELD SIZE TO BE 0.3125 INCH FILLET WELDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
4. ALL WELDED CONNECTIONS TO BE SEAL WELDED FOR GALVANIZING.

## FIELD INSTALLATION


1. ALL GALVANIZED SURFACE THAT ARE SCRATCHED OR DAMAGED SHALL BE REPAIRED USING A ZINC RICH TWO PART EPOXY SUCH AS CARBOLINE 15 OR EQUIVALENT.
2. A490 BOLTS SHALL BE SPRAY PAINTED WITH A COAT OF COLD GALVANIZING PRIOR TO INSTALLATION FOLLOWED BY A COAT OF A ZINC RICH TWO PART EPOXY SUCH AS CARBOLINE 15 OR EQUIVALENT AFTER INSTALLATION.
3. HARDWARE INTERFERING WITH THE INSTALLATION OF REINFORCING MATERIAL SHALL BE TEMPORARILY MOVED AND REINSTALLED AFTER THE COMPLETION OF THE WORK.
4. WHEN FIELD WELDING IS REQUIRED THE STEEL SHALL BE CLEANED OF ALL PAINT AND GALVANIZING TO A BARE METAL AS SPECIFIED PER AWS D1.1. PREHEATING AND POST HEATING MAY BE REQUIRED.
5. WELDED AREAS ARE TO BE TOUCHED UP USING A ZINC RICH TWO PART EPOXY SUCH AS CARBOLINE 15 OR EQUIVALENT.
- TIGHTENING OF BOLTS AND NUTS
1. ALL HIGH STRENGTH BOLTS TO BE TIGHTENED TO THE SNUG TIGHT CONDITION AS SPECIFIED IN THE CURRENT EDITION OF THE AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS". BOLTS REQUIRING FULL PRETENSION TO BE TIGHTENED BY THE TURN OF THE NUT METHOD U.N.O.
1. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES IN THE AREA WHERE THE WORK IS TO BE PERFORMED.
2. DRILLED SHAFT INSTALLED IN ACCORDANCE WITH ACI-308 (LATEST EDITION).

## CONCRETE

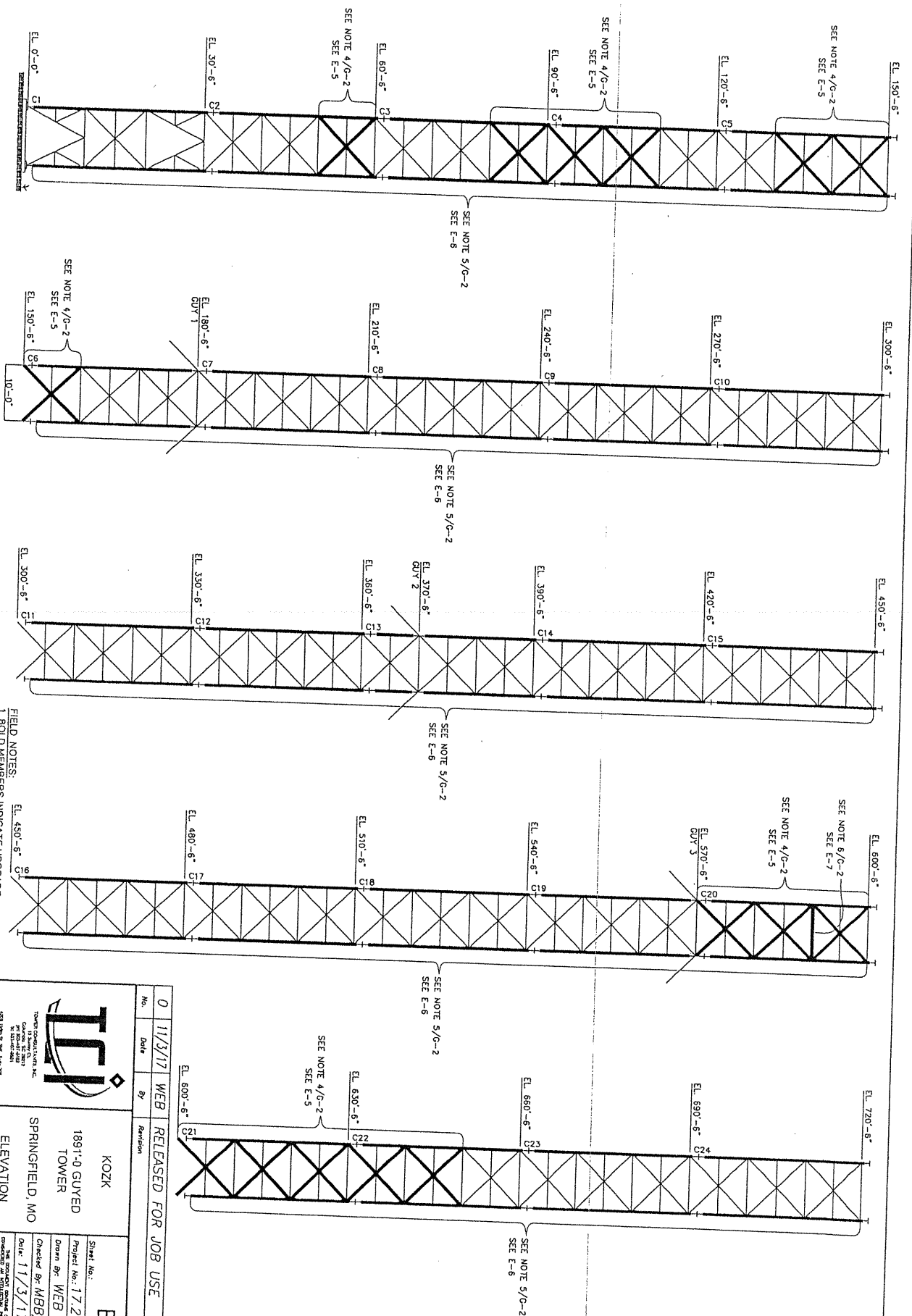
1. ALL CONCRETE FOR FOUNDATIONS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS.
2. THE CONCRETE MIX SHALL NOT CONTAIN LESS THAN 51 BAGS OF CEMENT (ASTM C 150 TYPE II) PER CUBIC YARD.
3. THE CONCRETE SHALL HAVE A MAXIMUM AGGREGATE SIZE OF 1".
4. THE CONCRETE MIX SHALL PRODUCE A MAXIMUM SLUMP OF 5" ±1".
5. THE CONCRETE MIX SHALL HAVE A TOTAL AIR CONTENT OF 5% WITH A TOLERANCE OF PLUS OR MINUS 1.5%. AIR-ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C 260.
6. THE CONCRETE MIX SHALL HAVE A MAXIMUM WATER-CEMENT RATIO OF 0.45. WATER REDUCING OR ACCELERATING ADMIXTURES SHALL CONFORM TO ASTM C 494.
7. THE CONCRETE SHALL NOT CONTAIN CALCIUM CHLORIDE OR ANY OTHER ADMIXTURE CONTAINING CHLORIDE OTHER THAN NATURAL IMPURITIES.
8. FORM WORK SHALL CONFORM TO ACI 318 (LATEST EDITION) SPECIFICATIONS.
9. ALL CONCRETE SHALL BE PLACED IN A MONOLITHIC POUR UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
10. PROVIDE CHAIRS AT ALL EXPOSED CORNERS OF CONCRETE.
11. CONCRETE WORK UNDER EXTREME WEATHER CONDITIONS SHALL CONFORM TO ACI 318 (LATEST EDITION) SPECIFICATIONS.

## STEEL REINFORCEMENT (REBAR)

1. ALL REINFORCING STEEL TO BE GRADE 60 DEFORMED BILLET STEEL PER ASTM A615.
2. REINFORCEMENT SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH THE ACI 315 AND CSRI. SUPPORT REINFORCING AS REQUIRED BY CSRI TO PREVENT DISPLACEMENT UPON CONCRETE POURING.
3. MAINTAIN ALL CLEARANCES NOTED ON THE DRAWINGS. WHERE NO DIMENSIONS ARE NOTED, USE THE ACI RECOMMENDED CLEARANCES.
4. FOR CONCRETE POURED AGAINST SOIL, THE MINIMUM COVER FOR ALL REINFORCING BARS SHALL BE 3".
5. TIE BARS SECURELY WITH #16 ANNEALED WIRE AND SUPPORT AS REQUIRED.
6. ALL WELDED WIRE FABRIC TO BE PER ASTM A185. ALL BARS AND WIRE SHALL BE FREE OF RUST, MILL SCALE, DIRT, OR OTHER FOREIGN MATERIAL PRIOR TO CASTING CONCRETE.
7. PROVIDE MINIMUM LAP SPLICES OF 36 BAR DIAMETERS UNLESS NOTED OTHERWISE.
8. FIELD BENDING OF REINFORCEMENT BARS IS NOT PERMITTED. DO NOT WELD REINFORCING BARS.

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 <p>THE TOWER PROJECT INC. 1000 S. MAIN ST., SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 FAX: 303.733.1101 WWW.TOWERPROJECTINC.COM</p>							<p>KOZK</p> <p>1691-0 GUYED TOWER</p> <p>SPRINGFIELD, MO</p> <p>GENERAL NOTES</p>
<p>Sheet No.: 17.289.002</p> <p>Drawn By: WEB</p> <p>Checked By: MBB/JY</p> <p>Date: 11/3/17</p>							<p>G-1</p>

## 22



FIELD NOTES:  
1. BOLD MEMBERS INDICATE UPGRADE.  
(SEE G-2 FOR NOTES)

No.	Date	By	Revision
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TOWER CONSULTANTS, INC.

1891-0 GUYED TOWER

SPRINGFIELD, MO

ELEVATION DRAWING

E-1

Sheet No.:  
Project No.: 17.289.002

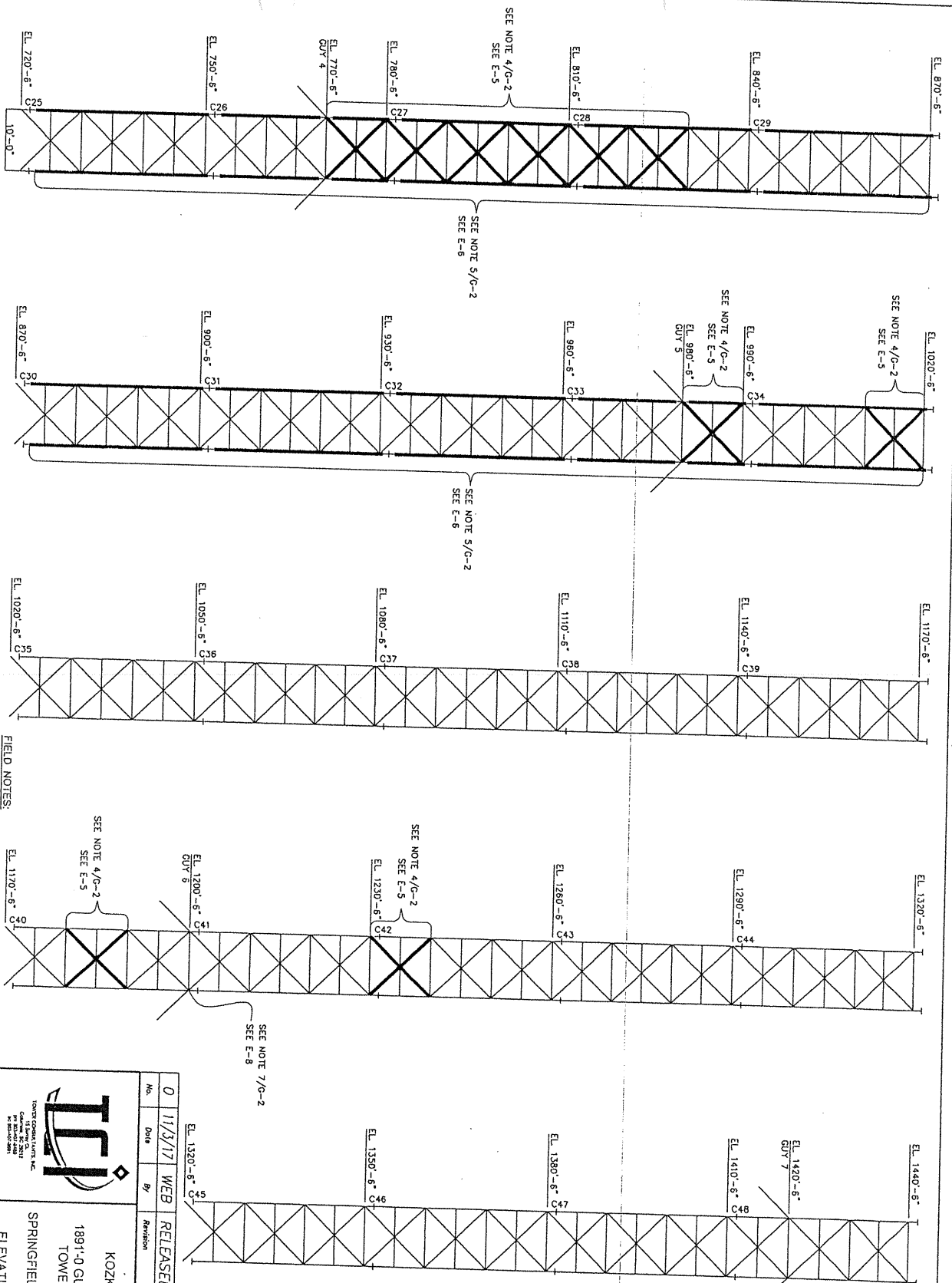
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Date: 11/3/17

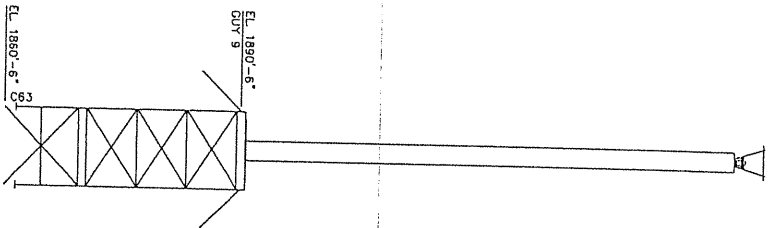
THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A CONTRACT. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.





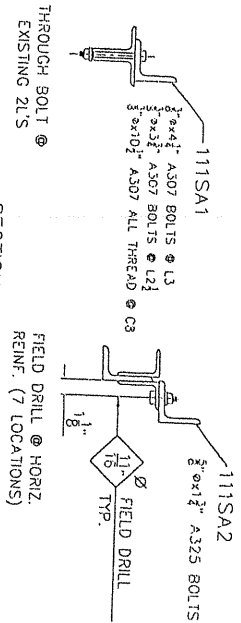
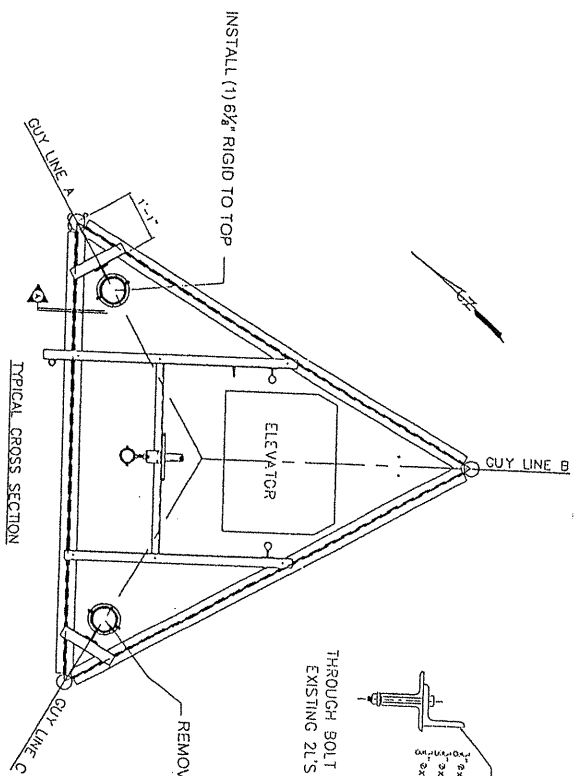
FIELD NOTES:  
1. BOLD MEMBERS INDICATE UPGRADE.  
(SEE G-2 FOR NOTES)

 <p>ITC CONSULTANTS, INC. 10000 N. 19th Ave., Suite 200 Denver, CO 80202 (303) 751-1000 www.iticonsultants.com</p>		<p><b>KOZK</b> 1891-0 GUYED TOWER SPRINGFIELD, MO ELEVATION DRAWING</p>		<p>Sheet No.: <b>E-2</b> Project No.: 17.289.002 Drawn By: WEB Checked By: MBB/JY Date: 11/3/17</p>	
<p>No. 0 Date 11/3/17 By WEB Revision</p>		<p>RELEASED FOR JOB USE</p>			



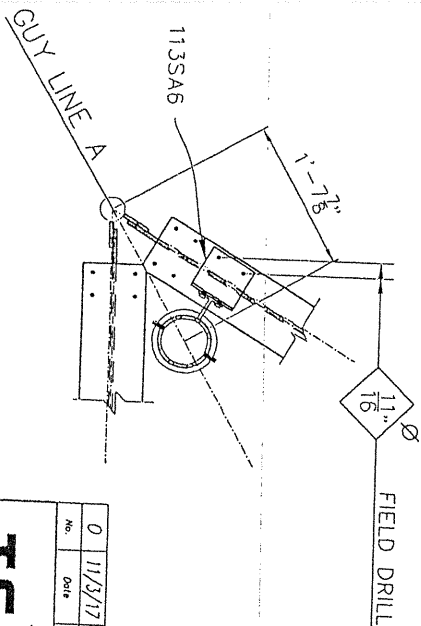
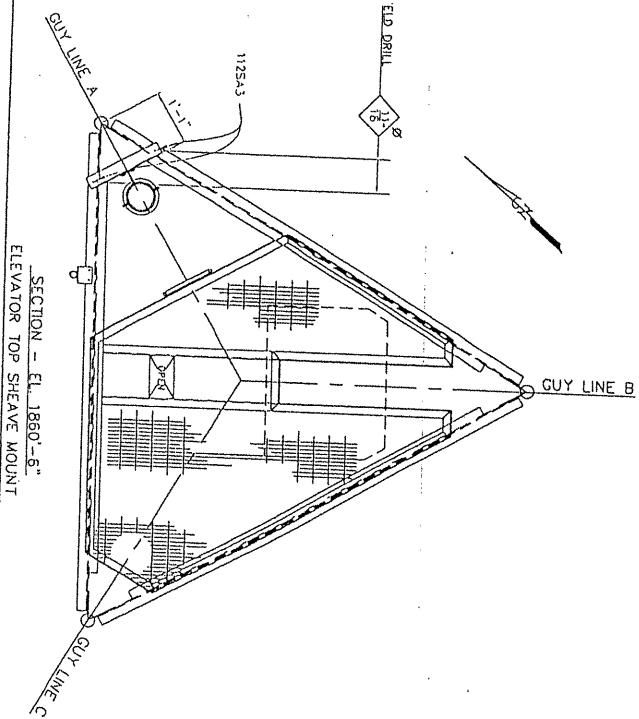
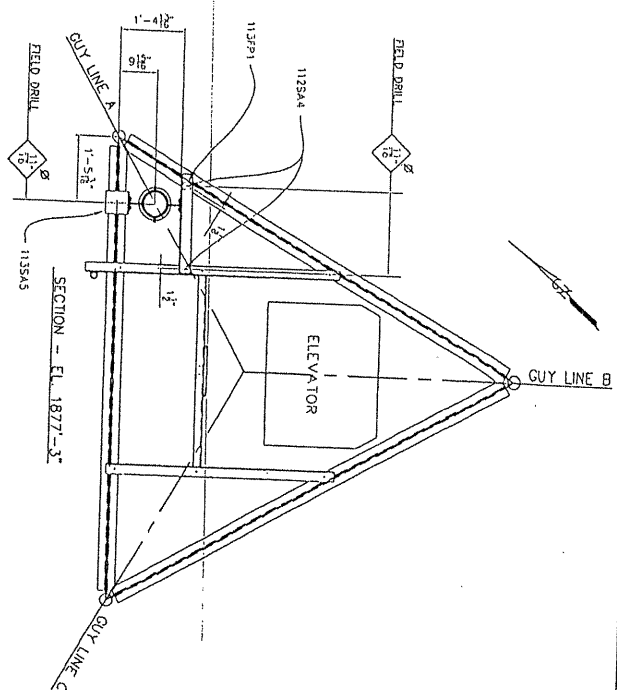
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#### SECTION A

FIELD DRILL @ HORIZ  
REINF. (7 LOCATIONS)



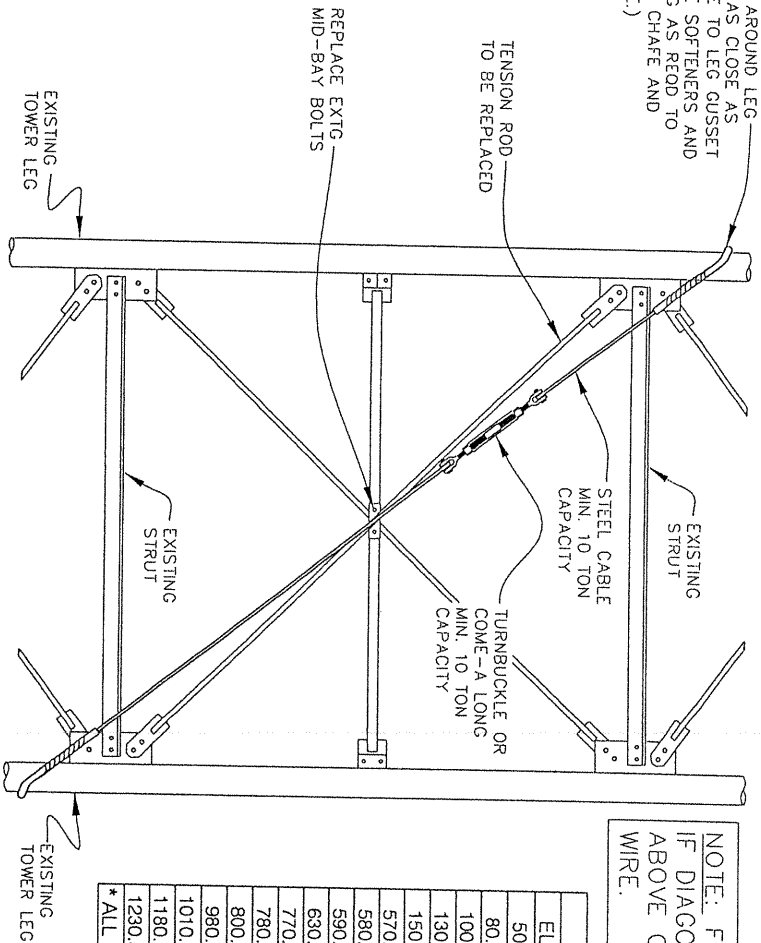
#### SECTION - EL. 1870'-5\"/>

@ BOTTOM BURY MOUNT

No.	Date	By	Revision	Released For Job Use
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<div> <div> </div> <div> <b>KOZK</b>  1891-0 GUYED  TOWER  SPRINGFIELD, MO  CROSS SECTION </div> </div>				
<div> <div> <b>E-4</b> </div> <div> Sheet No.:  Project No.: 17-289.002  Drawn By: WEB  Checked By: MBB  Date: 11/3/17 </div> </div>				



CHOKER AROUND LEG  
PLACED AS CLOSE AS  
POSSIBLE TO LEG GUSSET  
(PROVIDE SOFTENERS AND  
BLOCKING AS REQD TO  
PREVENT CHAFE AND  
SLIPPAGE.)



TYP. ELEVATION VIEW OF DIAGONAL REPLACEMENT  
(TYP. 3 SIDES)

NOTES FOR TEMPORARY BRACING DURING DIAGONAL REPLACEMENT:

1. ALL STRESS IN THE BAR DIAGONAL SHALL BE REMOVED BY THE USE OF A COME-A-LONG OR BY A TURNBUCKLE AS SHOWN IN THE ABOVE DIAGRAM BEFORE THE BAR DIAGONAL IS REPLACED WITH THE NEW MEMBER. THE RIGGING, INCLUDING COME-A-LONG OR TURNBUCKLE, CABLE SLING, ECT., SHALL HAVE A MINIMUM STRENGTH OF 20,000 LBS.
2. ONLY ONE DIAGONAL PER PANEL SHALL BE REPLACED AT A TIME, AND ALL BOLTS PROPERLY INSTALLED BEFORE PROCEEDING TO THE REPLACEMENT OF THE OTHER DIAGONAL IN THAT PANEL.
3. COAT ALL REAMED HOLES WITH A ZINC RICH TWO PART EPOXY AS REQUIRED.
4. A490 BOLTS SHALL BE COATED WITH A ZINC RICH TWO PART EPOXY MASTIC SUCH AS CARBOLINE CARBOMASTIC 15 OR EQUIVALENT.

RESTRICTIONS

- NO TOWER MEMBER IS TO BE REPLACED WHEN A WIND VELOCITY GREATER THAN 20 MPH EXISTS OR WHEN A WIND VELOCITY OF GREATER THAN 20 MPH IS PREDICTED DURING THE PROCEDURE.
- THE ABOVE PROCEDURES MUST BE FOLLOWED WITHOUT VARIATION UNLESS APPROVED BY THE ENGINEER ON RECORD.
- IF A DIAGONAL REPLACEMENT OCCURS ABOVE OR BELOW A GUY LEVEL, A TEMPORARY FRAME IS REQUIRED, ALONG WITH THE ABOVE PROCEDURE. THE TEMPORARY FRAME SHOULD BE PROVIDED BY THE ERECTOR AND APPROVED BY TCI BEFORE REPLACEMENT IS DONE. USE (2) COME-A-LONGS WHEN TEMPORARY FRAME IS IMPEDED BY EXISTING EQUIPMENT.

NOTE: FRAME IS REQUIRED  
IF DIAGONAL IS REPLACED  
ABOVE OR BELOW A GUY  
WIRE.

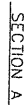
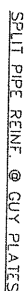
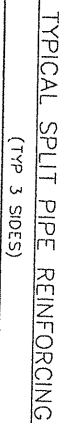
NOTE:  
FRAME TO BE PROVIDED  
BY THE ERECTOR AND  
APPROVED BY TCI

DIAGONAL REPLACEMENT					
ELEVATION	BAYS	NEW DIAGONAL	END BOLTS*	MID-BAY BOLTS*	REAMING REQD
50.5' - 60.5'	1	101X3	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
80.5' - 100.5'	2	100X2	5/8"Ø A490X x 2	5/8"Ø A325X x 3	NO
100.5' - 110.5'	1	100X1	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
130.5' - 150.5'	2	100X1	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
150.5' - 160.5'	1	101X4	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
570.5' - 580.5'	1	102X6	3/4"Ø A490X x 2-1/2	5/8"Ø A325X x 3	NO
580.5' - 590.5'	1	103X8	3/4"Ø A490X x 2-1/2	5/8"Ø A325X x 3	NO
590.5' - 630.5'	4	100X2	5/8"Ø A490X x 2	5/8"Ø A325X x 3	NO
630.5' - 650.5'	2	100X1	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
770.5' - 780.5'	1	102X5	3/4"Ø A325X x 2-1/4	5/8"Ø A325X x 3	NO
780.5' - 800.5'	2	103X7	3/4"Ø A325X x 2-1/4	5/8"Ø A325X x 3	NO
800.5' - 830.5'	3	100X1	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
980.5' - 990.5'	1	102X5	3/4"Ø A325X x 2-1/4	5/8"Ø A325X x 3	NO
1010.5' - 1020.5'	1	100X1	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
1180.5' - 1190.5'	1	103X7	3/4"Ø A325X x 2-1/4	5/8"Ø A325X x 3	NO
1230.5' - 1240.5'	1	100X1	5/8"Ø A325X x 2	5/8"Ø A325X x 3	NO
* ALL BOLTS REQUIRE (1) HARDENED WASHER AND (1) ANCO LOCKNUT EACH					

\* ALL BOLTS REQUIRE (1) HARDENED WASHER AND (1) ANCO LOCKNUT EACH

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<p>TCI TOWER CONSTRUCTION, INC. COLUMBIA, SC 29203 TEL: 803-733-1234 WWW.TCI-USA.COM</p>	<p>KOZK 1891'-0 GUYED TOWER SPRINGFIELD, MO</p>	<p>Sheet No.: Project No.: 17.289.002 Drawn By: WEB Checked By: MBB/JY Date: 11/3/17</p>
	<p>DIAGONAL REPLACEMENT</p>	<p>E-5</p>



\*APPLY HEAVY COAT OF ZINC RICH TWO PART EPOXY PAINT AFTER WELDING

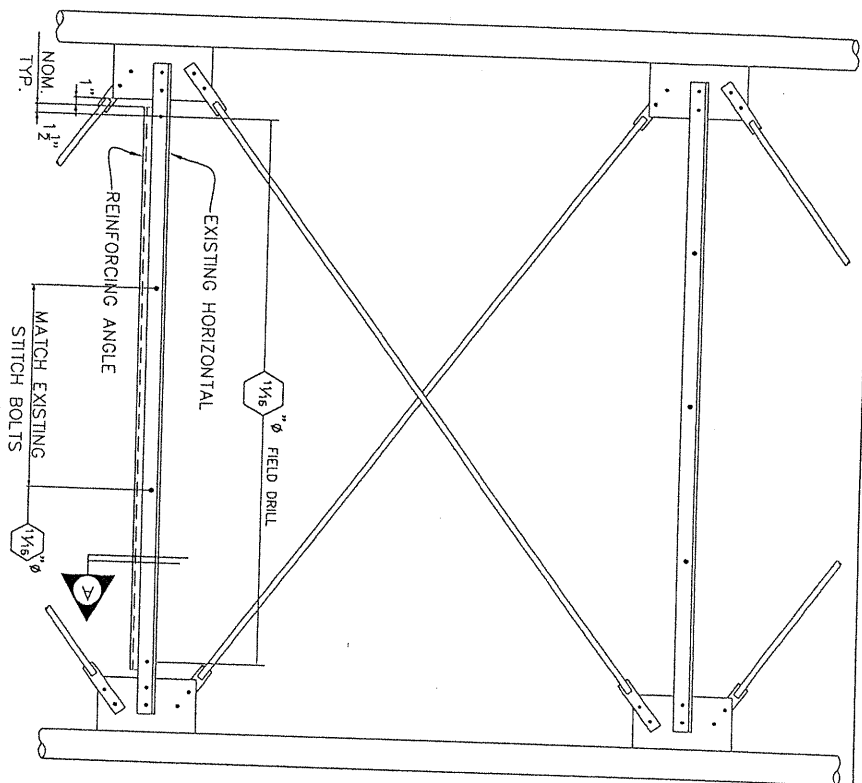
28

### A. DOUBLE ANGLE STRUTS

1. USE ONE (1) CLAMP PER STITCH BOLTS AND SHIMS (TACKED OR FASTENED TO THE CLAMP). OTHER STYLE CLAMPS ARE PERMITTED PROVIDED STRUT ANGLES ARE RESTRAINED FROM MOVING HORIZONTALLY.
2. REMOVE STITCH BOLTS AND SPACERS FROM THE STRUT TO BE REINFORCED.
3. IMMEDIATELY INSERT REINFORCING ANGLE BETWEEN THE DOUBLE ANGLES, INSERT STITCH BOLTS AND TIGHTEN.
4. FIELD DRILL HOLES FOR END BOLTS AT  $1\frac{1}{2}$ " FROM EACH END OF THE REINFORCING ANGLE.
5. COAT ALL FIELD DRILLED HOLES WITH A ZINC RICH TWO PART EPOXY.
6. INSERT END BOLTS AND TIGHTEN.

## B. OPERATIONAL CONSTRAINTS

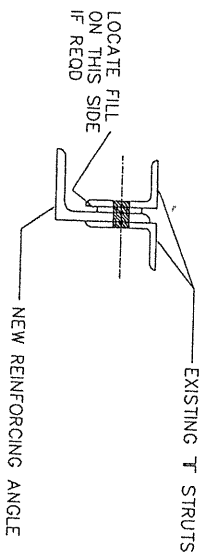
1. THE ABOVE PROCEDURES TO BE FOLLOWED WITHOUT VARIATION.
2. REINFORCE THE STRUTS ONE AT A TIME. ONLY REINFORCE STRUTS WHEN "C" CLAMPS ARE INSTALLED.
3. THE ABOVE PROCEDURES TO BE FOLLOWED WITHOUT VARIATION.



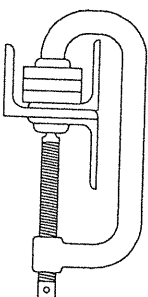
TYPICAL STRUT REINFORCING  
(TYPICAL 3 SIDES)

HORIZONTAL REINFORCEMENT			
ELEVATION	LEVELS	REINFORCING ANGLE	BOLTS*
590.5'	1	(3) 104S1	5/8"Ø A325X 2-1/4"

\*ALL BOLTS REQUIRE (1) HARDENED WASHER AND (1) ANCO LOCKNUT EACH



## SECTION A

DETAIL 1

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TOMLIN CONSULTANTS, INC.  
15 Sunny Gl

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 ISBN 978-0-7122-0340-9  
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Subso 197072.54V. Subso 208

906 425-7753 x168  
B: 425-77 846 100

HORIZONTAL  
SPRINGFIELD, MO  
REINFORCING

Sheet No.: E-7

Project No.: 17.289.002

Drawn by: WEB

Checked by: MBB/

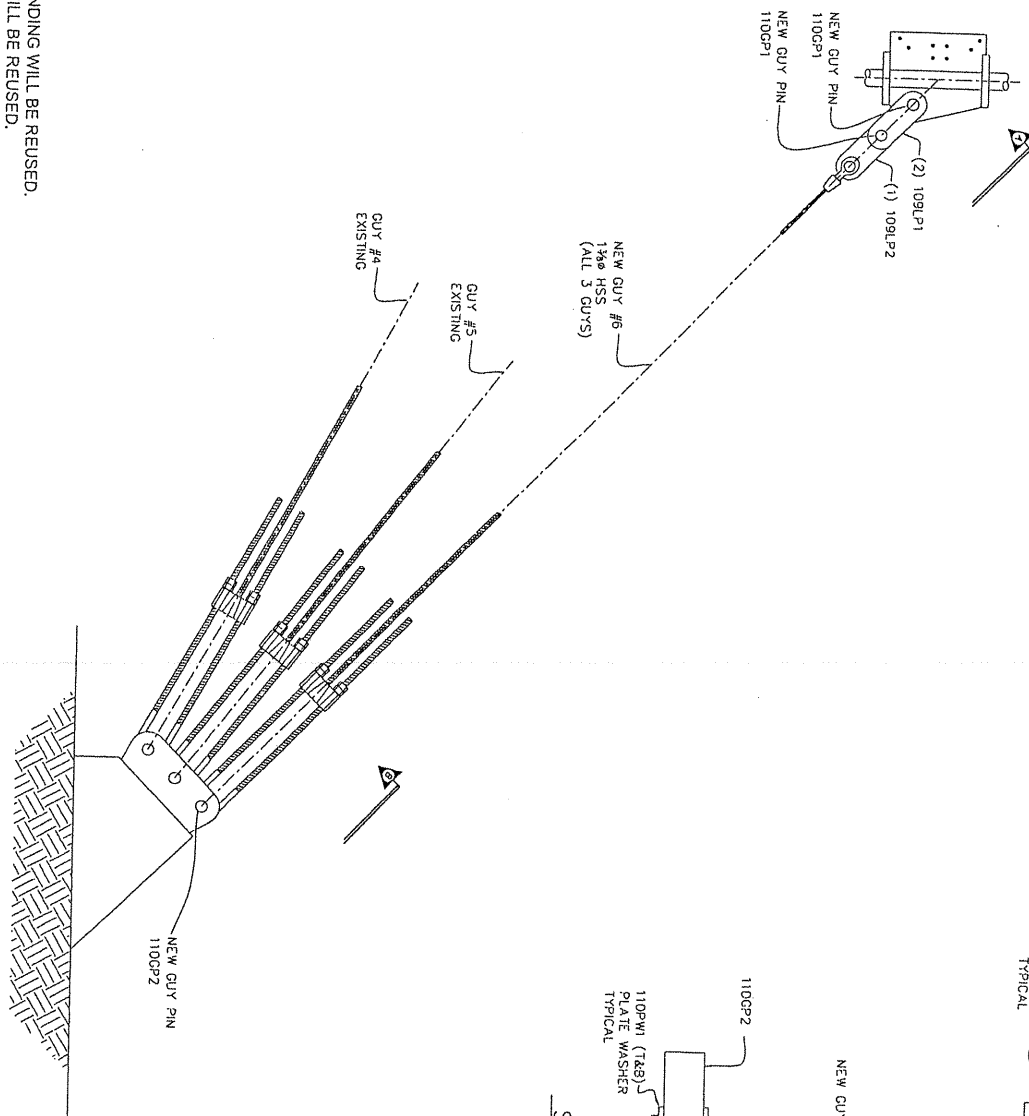
Date: 11/3/17

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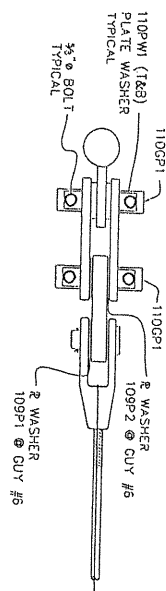


NOTE:

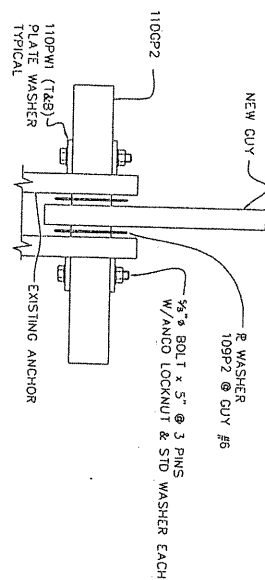
1. EXISTING GROUNDING WILL BE REUSED.
2. EXISTING HFD WILL BE REUSED.



SECTION A



## SECTION B



0	11/3/17	WEB	RELEASED FOR JOB USE
No.	Date	By	Revision

100

11-0 GUYED

TOWER

NGEIEI D MC

...and, in fact, in the

## GUY WIRE REPLACEMENT

Sheet No.:

Project No.: 17.289.002

Drown by: WEB

Checked by: MBB/JY

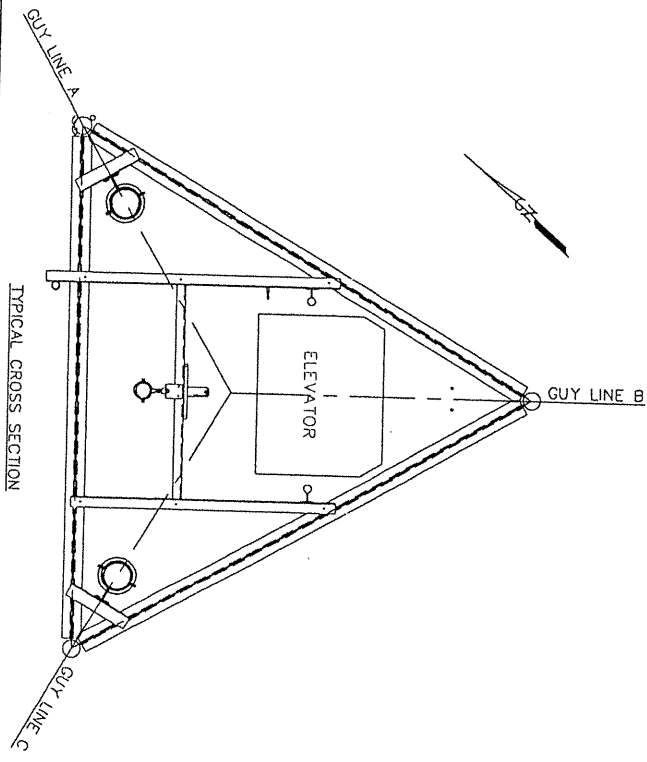
Date: 11/3/17

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Guy Wire Initial Tension (Kips)										
Guy Level	Elevation (ft)	Guy Size	30	40	50	60	70	80	90	100
9	1890.5	1-7/16" BS	28.34	28.13	27.92	27.72	27.52	27.32	27.13	26.93
8	1650.5	1-9/16" BS	33.84	33.55	33.28	33.00	32.73	32.46	32.20	31.94
7	1420.5	1-5/16" BS	21.76	21.57	21.38	21.20	21.02	20.84	20.67	20.50
6	1200.5	1-3/8" HSS	21.97	21.73	21.51	21.28	21.06	20.84	20.63	20.42
5	980.5	1-1/4" BS	17.95	17.72	17.50	17.28	17.07	16.86	16.66	16.46
4	770.5	1-1/8" BS	14.70	14.47	14.25	14.04	13.84	13.64	13.44	13.25
3	570.5	1-3/16" BS	14.67	14.36	14.06	13.76	13.47	13.20	12.93	12.66
2	370.5	1-1/16" BS	13.89	13.25	12.83	12.42	12.03	11.65	11.29	10.93
1	180.5	1-1/16" BS	18.86	18.08	17.31	16.56	15.84	15.14	14.48	13.89

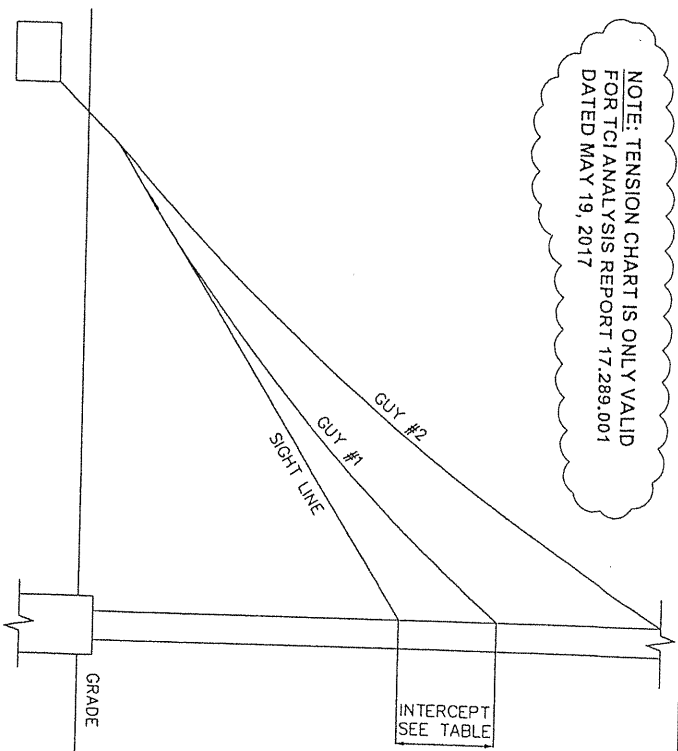
Guy Wire Intercept (ft)										
Guy Level	Elevation (ft)	Guy Size	Transit Distance	30	40	50	60	70	80	90
9	1890.5	1-7/16" BS	10'	334.34	336.49	338.63	340.77	342.91	345.05	347.18
8	1650.5	1-9/16" BS	10'	283.35	285.45	287.55	289.66	291.75	293.85	295.94
7	1420.5	1-5/16" BS	10'	263.29	265.35	267.40	269.44	271.48	273.52	275.54
6	1200.5	1-3/8" HSS	10'	175.38	177.05	178.73	180.41	182.08	183.76	185.43
5	980.5	1-1/4" BS	10'	142.52	144.18	145.84	147.49	149.14	150.79	152.44
4	770.5	1-1/8" BS	10'	114.42	116.06	117.70	119.34	120.98	122.61	124.23
3	570.5	1-3/16" BS	10'	47.93	48.91	49.89	50.89	51.89	52.91	53.93
2	370.5	1-1/16" BS	10'	27.33	28.19	29.08	29.99	30.93	31.88	32.85
1	180.5	1-1/16" BS	10'	14.14	14.75	15.39	16.07	16.79	17.55	18.34

Adjust the guy wire intercept/tension based on the measurements of the guy wire in the B-line (Southeast) direction.



NOTE: TENSION CHART IS ONLY VALID FOR TCI ANALYSIS REPORT 17,289,001 DATED MAY 19, 2017

### ELEVATION VIEW



- NOTES:
1. DURING THE INITIAL GUY TENSIONING PROCEDURES AND AT THE TIME OF INSPECTION, THE GUY TENSIONS AND/OR INTERCEPTS SHOULD BE IN ACCORDANCE WITH THE VALUES SHOWN ABOVE. USE THE TEMPERATURE WHICH ACTUALLY EXISTS AT THE TIME THE TENSION IS BEING CHECKED. FOR TEMPERATURES OTHER THAN THOSE SHOWN ABOVE, INTERPOLATE OR EXTRAPOLATE OTHER VALUES.
  2. TOWER PLUMBING AND INITIAL TENSIONING OF GUYS SHOULD BE DONE ONLY IN CALM WEATHER AND WITH NO ICE ON GUYS.
  3. INTERCEPTS AND TENSIONS ARE USED FOR GUY DIRECTION "B".
  4. GUY #1 IS BOTTOM GUY. GUY #2 IS NEXT, ETC.
  5. USE GUY SCOPE FOR DETERMINING GUY INTERCEPTS.
  6. TENSION AND/OR INTERCEPT TOLERANCES  $\pm$  5%.
  7. AFTER RETENSIONING FINAL SET OF GUYS GO BACK AND RECHECK ALL LEVELS, AND RETENSION WHERE REQUIRED.
  8. PLUMB AND TWIST TO BE VERIFIED, RECORDED, AND IF REQUIRED ADJUSTED TO BE IN CONFORMANCE WITH ANSI/TIA-222-C.

No.	0	Date	11/3/17	WEB	RELEASED FOR JOB USE
By					
Revision					
<p>KOZK 1891.0 GUYED TOWER SPRINGFIELD, MO</p> <p>TENSION CHART</p>					
<p>Sheet No.: E-9 Project No.: 17,289,002 Drawn By: WEB Checked By: MBB Date: 11/3/17</p>					

# POST-MODIFICATION CHECKLIST

REPORT TITLE: PRE-CONSTRUCTION

REPORT DATE: (SEE ENG-SOW-10007)

REQUIRED SECTION	REPORT TITLE	PRE-CONSTRUCTION
6.1.1	MI CHECKLIST DRAWING	THIS CHECKLIST SHALL BE INCLUDED IN THE MI REPORT
6.1.2	FOR APPROVED SHOP DRAWINGS	THE CONTRACTOR SHALL PROVIDE THE APPROVED SHOP DRAWINGS FOR THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.1.3	FABRICATION INSPECTION	LETTER FROM THE FABRICATOR, STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.1.4	FABRICATOR CERTIFIED WELD INSPECTION	CRITICAL SHOP WELDS THAT REQUIRE TESTING ARE NOTED ON THESE CONTRACT DRAWINGS. A CERTIFIED WELD INSPECTOR SHALL PERFORM NON-Destructive TESTING BEFORE REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.1.5	MATERIAL TEST REPORT (MTR)	MATERIAL TEST REPORT FOR ALL STEEL WITH A TENSILE STRENGTH GREATER THAN 36 KSI AND THIS DOCUMENTATION SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.1.6	FABRICATOR NOE INSPECTION	A VISUAL OBSERVATION OF A PORTION OF THE EXISTING STRUCTURE (AS NOTED ON THESE DRAWINGS) IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.1.7	NOE REPORT OF MONOPOL BASE PLATE (AS REQUIRED)	A VISUAL OBSERVATION OF THE ROOF PLATE CONNECTION IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.1.8	PLACING SLIPS	THE MI INSPECTOR SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.1	CONSTRUCTION INSPECTIONS	A LETTER FROM THE GENERAL CONTRACTOR STATING THAT THE WORKMANSHIP WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THESE CONTRACT DOCUMENTS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.2	FOUNDATION INSPECTIONS	A VISUAL OBSERVATION OF THE EXCAVATION AND REBAR SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.3	CONCRETE COMP. STRENGTH AND SLUMP TESTS	THE CONCRETE MIX DESIGN, SLUMP TEST, AND COMPRESSIVE STRENGTH TESTS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.4	POST-INSTALLED ANCHOR ROD VERIFICATION	POST-INSTALLED ANCHOR RODS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.5	BASE PLATE GROUT VERIFICATION	A STANDARD INDUSTRY PRACTICES FOR INCLUSION IN THE MI REPORT.
6.2.6	CONTRACTOR'S CERTIFIED WELD INSPECTION	A STANDARD INDUSTRY PRACTICES FOR INCLUSION IN THE MI REPORT.
6.2.7	FOUNDATION SUB-GRADES SHALL BE INSPECTED AND APPROVED BY A GEOTECHNICAL ENGINEER	THE MI INSPECTOR SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.8	ON-SITE COULD GALVANIZING VERIFICATION	THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE MI INSPECTOR STATING THAT ANY ON-SITE COULD GALVANIZING WAS APPLIED IN ACCORDANCE WITH THE GENERAL CONTRACT DOCUMENTS.
6.2.9	BUY WIRE TENSION REPORT	THE MI INSPECTOR SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
6.2.10	DC AS-BUILT DOCUMENTS	THE MI INSPECTOR SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.

MODIFICATION INSPECTION NOTES:

GENERAL:

THE MODIFICATION INSPECTION (MI) IS A VISUAL INSPECTION OF TOWER MODIFICATIONS AND ALL WORK OF CONSTRUCTION INSPECTIONS AND OTHER REPORTS TO ENSURE THE MODIFICATION DRAWINGS, AS DESIGNED BY THE ENGINEER OF RECORD (EOR), ARE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

THE MI IS TO CONTROL INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN EFFECTIVENESS AND INTEGRITY REMAINS WITH THE EOR AT ALL TIMES.

ALL MI'S SHALL BE CONDUCTED BY A TOWER CONSULTANT, INC. (TCI) ENGINEERING OR ENGINEERING SERVICE VENDOR (ESV) THAT IS AN EIT. IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY.

THE MI INSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEIVING A PO FOR THE MI TO AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- MEET WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS

THE MI INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) REPORTS, REVIEWS THE DOCUMENTS FOR ADHERENCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE MI-FIELD INSPECTIONS, AND SUBMITTING THE MI REPORT TO CROWN.

THE GC IS REQUIRED TO CONTACT THE MI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- MEET WITH THE MI INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS

THE GC SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MI CHECKLIST.

RECOMMENDATIONS:

THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING A MI REPORT:

- IT IS SUGGESTED THAT THE GC PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PRIOR TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE SIMULTANEOUSLY FOR THE MI.
- IT MAY BE BENEFICIAL TO INSTALL FOUNDATION INSPECTIONS PRIOR TO CONDUCTING THE FOUNDATION INSPECTIONS TO ALLOW FOUNDATION AND MI INSPECTIONS TO COINCIDE WITH ONE SITE VISIT.
- THE GC SHALL PROVIDE A MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY DEFICIENCIES CORRECTED OR NOTED IN THE MI REPORT.
- THE GC SHALL CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL CONSTRUCTION FAULTS ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON SITE.

CANCELLATION OR DELAYS IN SCHEDULED MI:

THE MI INSPECTOR AGREES TO A DATE ON WHICH THE MI WILL BE CONDUCTED, AND EITHER PARTY MAY REQUEST A CANCELLATION OR DELAY IN THE MI FOR ANY COSTS, FEES, LOSS OF DEPOSITS AND/OR OTHER DEDUCTIBLES RELATED TO THE CANCELLATION OR DELAY INCURRED BY EITHER PARTY FOR ANY OF THE FOLLOWING REASONS:

- FOR THE MI INSPECTOR'S EQUIPMENT (ON-SITE, ETC.), IF TO CONTRACTS DIRECTLY DELAY/CANCELLATION IS CAUSED BY WEATHER OR OTHER CONDITIONS THAT MAY COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.
- FOR THE MI INSPECTOR'S EQUIPMENT (ON-SITE, ETC.), IF TO CONTRACTS DIRECTLY DELAY/CANCELLATION IS CAUSED BY WEATHER OR OTHER CONDITIONS THAT MAY COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

IF THE MODIFICATION INSTALLATION WOULD HAVE THE MI (FIELD) AND THE GC SHALL WORK WITH CUSTOMER TO COORDINATE A RE-EVALUATION PLAN IN ONE OF TWO WAYS:

- CORRECT FAILING ISSUES TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND OBTAINING APPROVAL FROM THE EOR.
- OR, WITH THE CUSTOMER'S APPROVAL, THE GC MAY WORK WITH THE EOR TO RE-ANALYZE THE MODIFICATION/REINFORCEMENT USING THE AS-BUILT CONDITION TO RESERVE THE RIGHT TO CONDUCT A MI VERIFICATION INSPECTION TO VERIFY THE ACCURACY AND COMPLETENESS OF PREVIOUSLY COMPLETED MI INSPECTIONS) ON TOWER MODIFICATION PROJECTS.

ALL VERIFICATION INSPECTIONS SHALL BE HELD TO THE SAME SPECIFICATIONS AND REQUIREMENTS IN THE CONTRACT DOCUMENTS.

VERIFICATION INSPECTION MAY BE CONDUCTED BY AN INDEPENDENT ASSESSOR AFTER A CANCELLATION OR DELAY, AS NOTED IN THE MI REPORT FOR THE ORIGINAL PROJECT.

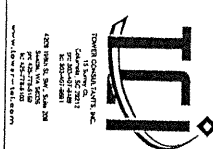
PHOTOS:

THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- AND INSPECTION DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/RECTION
- FOUNDATION MODIFICATIONS
- POST-INSTALLED ANCHOR RODS
- FINAL UNFED CONDITION

PHOTOS OF ELEVATED MODIFICATIONS TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

0		11/3/17	WEB	RELEASED FOR JOB USE
No.	Date	By	Revision	
KOZK				
1891-0 GUYED TOWER				
SPRINGFIELD, MO				
POST MODIFICATION CHECKLIST				
Sheet No. E-10 Project No. 17-289-002 Drawn By: WEB Checked By: MBB Date: 11/3/17				



THE PROJECT GENERAL CONTRACTOR AGREES TO THE POST-MODIFICATION CHECKLIST AND TO THE MODIFICATION CHECKLIST. THE PROJECT GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE MODIFICATION CHECKLIST. THE PROJECT GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE MODIFICATION CHECKLIST.





# Missouri State<sup>™</sup>

U N I V E R S I T Y

December 14, 2017

Mr. Wade Lawyer  
Steve Lemay, LLC  
PO Box 2554  
Stanwood, WA 98292

Re: Reinforce Tower, KOZK  
Project No.: 180830-027  
Contract No.: 180830-027.02

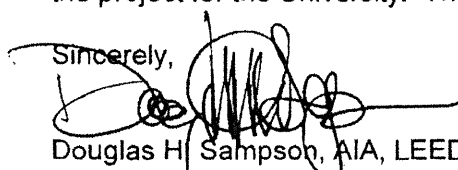
Dear Mr. Lawyer:

Please accept this letter as your NOTICE TO PROCEED with the above referenced project in compliance with your bid in the amount of \$764,000.00 dated November 24, 2017.

As a courtesy, we have emailed a copy of this notice to proceed to inform you of the contract award for the above referenced project. You will receive hard copies of this notice along with contract documents via regular mail. Please review and execute the agreement, furnish us with the required Performance-Payment Bond on the University form and supply the required insurance certificates prior to commencement of work. Once these requirements are met, you will receive a fully executed copy of the contract noting the University's acceptance. Enclosed is the tax exemption certificate, which should be used for material purchases in accordance with the specifications.

You should contact Mark Wheeler prior to starting work, as he will be coordinating the project for the University. Thank you.

Sincerely,



Douglas H. Sampson, AIA, LEED AP  
University Architect and Director of Planning, Design & Construction

cc: Tower Consultants, Inc.

**PLANNING, DESIGN & CONSTRUCTION**

901 South National Avenue • Springfield, Missouri 65897 • 417-836-5101 • Fax 417-836-6884  
[www.design.missouristate.edu](http://www.design.missouristate.edu)

An Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability Employer and Institution

## AGREEMENT

THIS AGREEMENT, made and entered into this **14th** day of **DECEMBER, 2017**, by and between **THE BOARD OF GOVERNORS FOR THE MISSOURI STATE UNIVERSITY**, hereafter called "Owner" and **STEVE LEMAY, LLC** hereinafter called "Contractor," WITNESSETH:

ARTICLE 1 - SCOPE OF THE WORK - The Contractor shall do all of the work and furnish all of the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the project shown on the drawing and described in the specifications entitled **REINFORCE TOWER, KOZK, PROJECT #180830-027, CONTRACT #180830-027.02** in full compliance with the Contract Documents, including the drawing and printed or written matter explanatory thereof.

ARTICLE 2 - COMMENCEMENT AND COMPLETION - Contractor shall commence the work to be performed hereunder within (10) days following receipt of written order from the Owner notifying Contractor to commence work. The work shall continue without unnecessary delay and shall be completed acceptable to the Owner by August 31, 2018.

ARTICLE 3 - DAMAGES - If the Contractor shall fail to complete the work within the time specified herein, which the parties specifically agree to be reasonable under the circumstances, the Contractor shall pay to the Owner, and hereby authorizes to be deducted from the contract price, as liquidated damages, the sum of \$1,000.00 per day for each consecutive calendar day thereafter, as provided in the General Conditions.

ARTICLE 4 - PAYMENT - In full payment of all work to be performed and all materials to be supplied hereunder, the Owner shall pay to the Contractor the total sum of **Seven Hundred Sixty-four Thousand Dollars and No Cents (\$764,000.00)** to be paid according to the schedule contained in the Specification General Conditions.

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

---

EXECUTED IN DUPLICATE THE DATE AND YEAR FIRST ABOVE MENTIONED

---

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

**STEVE LEMAY, LLC**

---

UNIVERSITY ARCHITECT AND DIRECTOR,  
PLANNING, DESIGN & CONSTRUCTION

---

CONTRACTOR

---

TITLE

---

DATE

---

DATE

## BID PROPOSAL – SET COMPLETION DATE

1. The undersigned, having examined and being familiar with the local conditions affecting the construction of the work and with the Contract Documents as issued by the Office of Planning, Design & Construction, Missouri State University hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion, in a workmanlike manner, of all work for **Reinforce Tower, KOZK**, Missouri State University, Fordland, Missouri, all in accordance with the aforementioned documents for:

Base Bid:

The sum of Seven Hundred Sixty-Four Thousand Dollars & 0/100 Dollars (\$ 764,000.00 ).

2. The undersigned shall fully complete the work by August 31, 2018.

3. If this project should not reach final completion within the time noted above, the undersigned shall pay to, or allow Missouri State University as liquidated damages, the sum of \$1000.00 for each day thereafter, Sundays and holidays included, that the work remains uncompleted.

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

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

Dated this 24th day of November, 2017.

Steve Lemay LLC  
Name of Organization

Wade Lawyer  
By (Type or Print)

Project Manager  
Title

Wade Lawyer  
Signature

Bidder acknowledged receipt of the following addenda:

Addendum No. 1, Dated 11/16/2017;

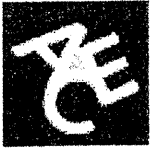
Addendum No.       , Dated           ;

Addendum No.       , Dated           ;

Addendum No.       , Dated           .

35





**BID BOND**  
**WESTCHESTER FIRE INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS, That we, Steve Lemay LLC, 9494 Sunrise Road, Blaine, WA 98230 (hereinafter called the **Principal**), as Principal, and Westchester Fire Insurance Company, a corporation duly organized under the laws of the Commonwealth of Pennsylvania (hereinafter called the **Surety**), as Surety, are held and firmly bound unto Missouri State University (hereinafter called the **Obligee**), in the sum of Thirty Eight Thousand Two Hundred and 00/100 Dollars (\$38,200.00), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated November 28th, 2017, for Reinforce Tower, KOZK

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect. This obligation expires sixty (60) days from the effective date of the bid.

Signed and sealed this 21st day of November, 2017.

Steve Lemay LLC

Principal

By: [Signature] (SEAL)  
Steve Lemay, Managing Member

Westchester Fire Insurance Company

By: [Signature] (SEAL)  
Robert S. Goldstein, Attorney-in-Fact

[Signature]  
Witness

[Signature]  
Witness

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

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

of Texas personally came and appeared Wade Lawyer,  
(Name)

Project Manager of the Steve Lemay LLC  
(Position) (Name of Company)

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

Reinforce Tower - KOZK

(Name of Project)

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

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

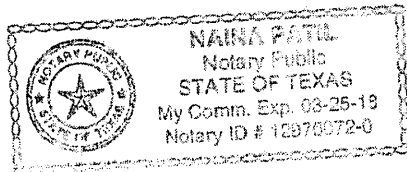
The terms used in this affidavit shall have the meaning set forth in Section 285.530 RSMo., et seq.

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

David Wade Lawyer  
(Signature)

Subscribed and sworn to me this 26 day of November 2017.

My Commission expires 03-25-18, 2018.



Naina Patil  
(Notary Public)

Affidavit for Compliance with Section 285.530, RSMo.  
Planning, Design & Construction  
Missouri State University

Page 1 of 1  
September 1, 2014

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.


FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Robert S Goldstein, Robin Goldstein, all of the City of PALM BEACH GARDENS, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of February 2016.

WESTCHESTER FIRE INSURANCE COMPANY

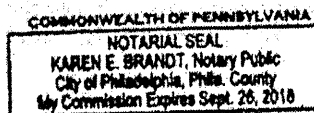


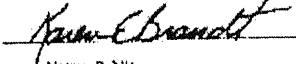
  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 10 day of February, AD. 2016 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

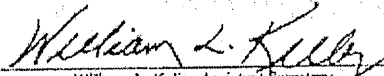


  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 21<sup>st</sup> day of November 2017



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 10, 2018.



# CERTIFICATE FOR AFFIRMATIVE ACTION

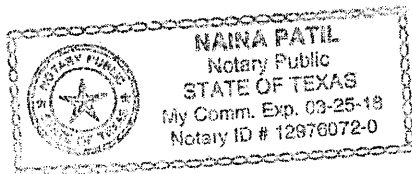
State of Texas

County of Denton

Wade Lawyer first being duly sworn on his/her oath states: that he/she is the  
(sole proprietor, partner, or officer) of Steve Lemay LLC (hereinafter  
"Contractor"), and such Contractor is duly authorized to make this affidavit on behalf of said Contractor;  
that under the contract known as " Reinforce Tower - KOZK "  
Project No. 180830-025 less than 50 persons in the aggregate will be employed and  
therefore, the applicable Affirmative Action requirements as set forth in the General Conditions of  
Missouri State University have been met (if applicable).

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

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



Wade Lawyer  
Signature

Subscribed and sworn to me this 20<sup>th</sup> day of November 2017

My Commission expires 03-25-18, 2018.

N. Patil  
Notary Public

8. Describe follow-up contacts with MBE/WBEs made by your firm after the initial solicitation.

**Communicated by email and phone for 7 days**

9. Describe the efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about the plans, specifications and requirements of the contract.

**Sent the entire drawing package for this project and the pertinent excerpts in the manual regarding MBE/WBE**

10. Describe your firm's efforts to locate MBE/WBEs not on the directory list and assist MBE/WBEs in becoming certified as such.

**Only made contact with the one known MBE/WBE**

Based on the above stated good faith efforts made to locate and supply MBE/WBEs, the bidder hereby requests that the MBE/WBE percentage goal set by this regulation be waived and that the percentage goal for this project be set at 0 percent.

The undersigned hereby certifies, having read the answers contained in the foregoing Application for Waiver, that they are true and correct to the best of his/her knowledge, information and belief.

Steve Lemay LLC

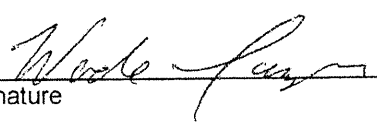
\_\_\_\_\_  
Name of Organization

Wade Lawyer

\_\_\_\_\_  
By

Project Manager

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

## MBE/WBE APPLICATION FOR WAIVER FORM (For Agreements of \$100,000 or More)

---

This form is to be completed when appropriate and submitted to the Supervisor of Planning, Design & Construction. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to include minority/woman-owned enterprises as subcontractors. This form will be used to evaluate the extent to which a good faith effort has been made.

1. List pre-bid conferences your firm attended where MBE/WBE requirements were discussed.

**We had an initial phone conference call (Steve Lemay (owner) and myself, Wade Lawyer (PM)) to discuss any ideas to fill the MBE/WBE portion of this Solicitation on Nov 8th.**

2. Identify advertising efforts undertaken by your firm which were intended to recruit potential minority/women subcontractors for various aspects of this project. Provide names of newspapers, dates of advertisements and copies of ads that were run.

**No advertisements or ads were run, as we feel that would not be prudent in our line of work - as tall tower steel and guy wire modification specialists, as far as safety goes. Tall tower companies are a small group. I have been in it for 25 yrs; no need to advertise.**

3. Note specific efforts to contact in writing those MBE/WBE capable of and likely to participate as subcontractors for this project.

**We contacted the one company we have communicated with before on this topic, that is both MBE/WBE. We sent her the details of the Solicitation and SOW. Steve Lemay made first call, then I began talking/emailing back and forth, brainstorming, etc. (between Nov 9 - Nov 15)**

4. Describe steps taken by your firm to divide work into areas in which MBE/WBE would be capable of performing.

**Engineering: No need; TCI tasked**

**Fabrication: Same**

**Labor: This was our only opportunity & we felt they not qualified on Tall Towers & that it would compromise the safety of the project.**

5. What efforts were taken to negotiate with prospective MBE/WBEs for specific sub-bids? Include the names, addresses and telephone numbers of MBE/WBEs contacted, a description of the information given to MBE/WBEs regarding the plans and specifications for the assigned work, and a statement as to why additional agreements were not made with MBE/WBEs.

**Kelina Wong  
DuKe Design Build LLC  
425.221.8835**

**Solicitation requirements & TCI drawings sent to Kelina. She recommended 2 employees to assist on the tower. It was our decision that we wait for a smaller venture, with less rigging difficulty**

6. List reasons for rejecting a MBE/WBE which has been contacted.

**If this tower would have been less than 100' and the SOW would have been less critical, in a degree of difficulty manner (as far as tasks in this industry goes), we would have felt it a good decision to use labor from a company that we have not worked with before. Guy wire changes require familiarity in coworkers.**

7. Describe efforts your firm may have taken to assist a MBE/WBE in overcoming legal or other requirements which may have to be met.

**I have met, in my opinion, a very good contact, not only MBE/WBE, but as a colleague or counterpart and look forward to joining forces with her in future ventures. We will need to start off on a more simple set of tasks to start the relationship though. That is strictly our take. I decided this after learning the what jobs they do (much smaller)**



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF REGISTRATION

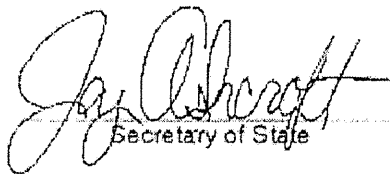
WHEREAS,

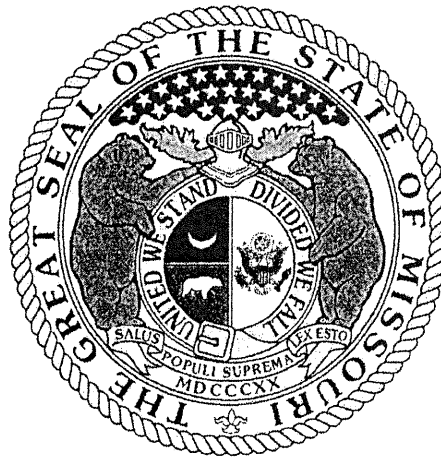
**STEVE LEMAY LLC**  
**FL001422053**

existing under the laws of the State of Washington has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 15th day of November, 2017, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 15th day of November, 2017.

  
Secretary of State



12. List contracts on hand and important projects completed in the last five years on a type similar to the work now bid, including approximate cost.

Project & Address	Owner	Owner's Representative	Architect	Amount of Contract	Date or % Completed
US Navy Guy Replacement. - (Cutler, MN)	Shape Const	Mark Ereksen	US Navy	\$449,437.00	Sep 2017
IBB Guy Replmt. - Tinian (Marshall Isle)	IBB	Richard Cai	IBB	\$593,000.00	Feb 2017
1087' Mod/ Guy Replmt (Pierre, SD)	TCI	Ron Dozza	TCI	\$84,300.00	Sep 2016
500' Major Mod (KIRO Seattle)	InSite	Tony Flores	TEC	\$435,000	start in Dec '17

13. Have you ever failed to complete any work awarded to your company? No  
If so, where and why? \_\_\_\_\_
14. Have you ever defaulted on a contract? No  
If so, explain \_\_\_\_\_
15. (a) Is 51% or more of your company owned by a minority? Yes \_\_\_\_\_ No X  
(b) Is 51% or more of your company owned by a woman? Yes X No \_\_\_\_\_
16. Have any administrative or legal proceedings been started against you alleging violation of any wage or hour regulations or laws? (If yes, give details.)  
No

17. List banking references.

Bank of America - Lori Edmonds 360-325-0938  
Peoples Bank - Sharon Butler 360-354-7245

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

Dated at \_\_\_\_\_ this 10th day of November 20 17.

Steve Lemay LLC  
Name of Organization

Alyson Powers  
By

Office Manager / Bookkeeper  
Title

Alyson Powers  
Signature

## STATEMENT OF QUALIFICATIONS

Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made part of each bid document and contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's Proposal. Submit one (1) copy of this statement.

1. Company name Steve Lemay LLC
2. Federal I.D. Number 46-4600608 DUNS Number 079277819
3. Business address PO Box 2554 Stanwood, WA Zip Code 98292
4. Phone number 360-435-5117 Fax number \_\_\_\_\_  
Email Address Aly.Powers@SteveLemayLLC.net
5. When organized Feb 2014 Incorporated? yes
6. Date of Incorporation 2/10/2014 State of Incorporation Washington  
If not incorporated in Missouri, give certificate of authority to do business in Missouri:  
Certificate No. FL001422053 Date November 15, 2017
7. President's Name Steve Lemay Vice-President's Name \_\_\_\_\_  
Secretary's Name \_\_\_\_\_ Treasurer's Name \_\_\_\_\_
8. If a partnership, names and addresses of all partners and indicate whether general or limited partners:  
N/A
9. Number of years in business 3 3/4 yrs. If not under present firm name, list previous firm names and types of organization.
10. List of major equipment owned by the company.  
Cessco Double Drum Winch  
  
Hydradyne HHHP-50 Tower Winch  
(double-drum)
11. Experience in the construction of work generally similar to this project including list of structures, location and the approximate contract cost thereof.

Our Supervisors and core crew members have from 10-20 years, all in "Tall Tower" major modifications, erections, guys wire change outs & anything associated with tall towers.

Past:

- 1034' guyed tower member modification guy wire replacement in Charleston, SC \$546,000.00 Feb 2017
- Steve Lemay (right before he started company, Supervised (2) new 1500' towers in India





November 16, 2017

**ADDENDUM NUMBER 1**

Reinforce Tower, KOZK  
Project Number: 180830-027  
Missouri State University  
901 South National Avenue  
Springfield, Missouri 65897

The following described changes, corrections, clarifications, deletions, additions, and approvals for the Contract Bid and Contract Documents, which comprise this Addendum, are hereby made part of the Contract Bid and Contract Documents and shall govern in the performance of the Work. Bidder shall acknowledge receipt of this addendum on the Bid Form.

**General:**

**Question 1:** The drawings specify that materials be obtained from TCI so the University has already chosen a materials vendor. The contract language in several places makes the bidder responsible for the dimensions, fabrication, suitability for use etc of the materials for this project. If the university is choosing the materials vendor, why does the bidder need to accept liability for the University's Vendor's deliverables?

**Response 1:** Modification material to be provided by TCI, TCI is responsible for dimension, fabrication and suitability for use for their provided items. All other work coordination responsibility is by the General Contractor.

**Question 2:** Also related to materials, the Drawings specify the removal of an existing and the installation of a new run of 6 1/8" line. Who will be responsible for providing the new line and associated hardware? How is the existing line to be disposed of after its removal? (Stacked on site? Scraped? Recycled?) Who has the liability as to the completeness, suitability and timely delivery of the line and its associated hardware?

**Response 2:** The new 6 1/8" transmission line and hardware are to be supplied by the Owner. The existing line should be stacked on site to be removed by the Owner. It is the Owner's responsibility to coordinate the delivery of the transmission line and hardware in conjunction with the General Contractor's schedule.

**Question 3:** No mention is made of any antenna work. Is this correct? Is the new line being connected to the existing antenna? Who is responsible for sweep testing the newly installed line and/or tuning to the antenna?

**Response 3:** There is no antenna work; the new line is connected to the existing antenna. The Owner is responsible for sweep testing the new line and tuning to the antenna.



**Question 4:** Are there any submittals that will be required on this project?

**Response 4:** Submittals on the project are required as necessary per Article 38 of the Project Manual.

**Question 5:** Is an Operational or Maintenance Manual required to be provided for this project?

**Response 5:** O&M manuals are required as necessary per Article 39 of the Project Manual.

**Question 6:** There is a prevailing wage form provided in the Project Manual. Has a classification for work been predetermined for this project? Which occupational title are we supposed to use?

**Response 6:** The Owner does not determine work classifications or occupational titles for the work to be performed. These are to be followed by the General Contractor in accordance with the State of Missouri's Prevailing Wage Law.

**Question 7:** As the work on this project will be at the Fordland site, will Parking Permits be required for this project?

**Response 7:** Parking permits will not be required for this project.

**Project Manual:**

**Notice to Contractors**

Reference Project Manual Notice to Contractors: The Bid date has been extended to 11:00 AM, November 28, 2017.

**END OF ADDENDUM NUMBER 1**

## Guy Wire Replacement Operations – Fordland KOZK

### Base Line Guy Wire Tensions

Prior to the start of any work, guy wire tensions will be measured at guy #6. Theodolites will be set up to record the current location, twist, and verticality of the tower being worked on to ensure the tower is in good working condition, P/T wise. We will then, release all #6 guys (only level to be changed) approximately 6" (but not more) to reduce the tensions from around 21k to 13-15k.

### Temporary Guy Wire

A 1" temp will be used 1 bay above each guy #6 to be changed. The temp will be pulled to tension using a 12k forklift and the 2-part 3/4" diameter pull-outs. Final tension will be achieved by alternating, coming up on the temp and coming down on the guy to be changed. Then the reverse after the new guy wire is installed.

### Hoist Set-up & Rigging the Towers

A 12 ton forklift will be used to pull our 3/4" diameter IPS "pull-outs" that will be rigged in a 2-part and connected to the anchor (guy to be changed). Configured in this manner, we will have the capacity to develop 18,800 pounds of line pull.

The tower will be rigged with a block and this block will have a wire rope running through it that will be used to hoist and lower guy wires to and from the Guy Wire Lug location.

The new guy wire spool will be supported in a strategically located spool stand.

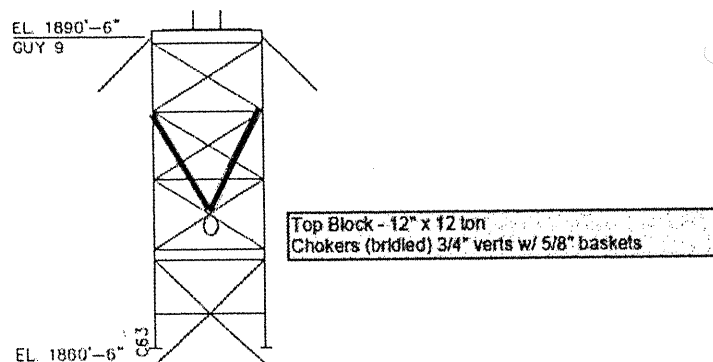
### Replacing the Guy Wire

Once the tower and anchor are rigged, the tower lug end of the new guy wire will be hoisted up the tower and temporarily hung one strut level below its final positions. Pre-positioning the guy wire in this manner will reduce the amount of time the tower is unsupported at the guy level where the new guy wire is being installed.

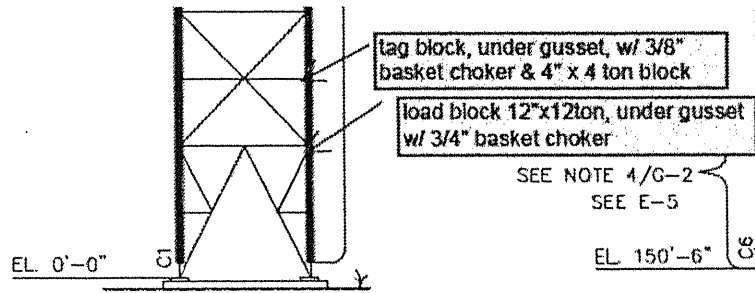
Using blocks and rigging, the wire to be replaced will be supported at the tower lug end while the nuts are backed off and the wire is "slacked". During the slacking process, theodolites will be used to monitor tower movement. Once disconnected from the tower guy lug, the old guy wire will be hung temporarily one level strut below the new wire.

The new wire will then be picked up, positioned and attached to the tower guy lug. The new wire will then be attached to the adjusting hairpins at the anchor end and brought to tension. When tensioning is complete, the tower end of the old guy wire will be lowered from the tower and coiled on the ground in an 8-foot radius circle. Once the top of the old guy reaches the ground, the anchor end of the guy wire will be attached with the hoist line, picked up, coiled in the same manner. This process will be the same for each guy replaced.

After all the guy work at an elevation is complete, a final check of verticality and tension will be made. This will be accomplished with theodolites and hydraulic jacks.









Tower Consultants, Inc.

## *Tower Modification Materials Proposal*

Wade Lawyer  
Steve Lemay LLC  
9494 Sunrise Road  
Blaine, WA 98230  
Mobile: (360) 922-4707  
wadelawyer@stevelemayllc.net

*Proposal Number TCI-17-229*  
1,891-ft. Guyed Tower  
Springfield (Fordland), Missouri

Your Tower Consultants Inc. Contact is:

Ron Dozsa  
Project Manager  
rdozsa@tower-tci.com  
Tower Consultants, Inc.  
4208 198<sup>th</sup> Street SW, Suite 208  
Lynnwood, WA 98036  
Office: (425) 778-5169  
Mobile: (803) 447-0113

(Quotation valid 30 days from Proposal Date)

All proposals are subject to final review and acceptance by Tower Consultants Inc.



Tower Consultants, Inc.

November 15, 2017

Wade Lawyer  
Steve Lemay LLC  
9494 Sunrise Road  
Blaine, WA 98230

**Re: Tower Modification Material Proposal  
1,891-ft. Guyed Tower  
Springfield (Fordland), Missouri**

Dear Wade,

We are pleased to present our proposal for the supply of modification material for the 1,891-ft. KOZK guyed tower located near Springfield (Fordland), Missouri in accordance with TCI Feasibility Structural Analysis 17.289.001 dated May 19, 2017 and TCI drawing package 17.289.002 dated November 3, 2017.

Information provided in this proposal is confidential, and is not to be used for distribution or copied unless authorization is provided in writing by TCI.

Should you have any questions regarding this proposal, or need further information at this time, please do not hesitate to contact me at (425) 778-5169 or Jean-Alain Lecordier at (803) 319-5005.

**Note: All Purchase orders to execute this proposal must include reference to this proposal to be valid.**

Sincerely,

Tower Consultants Inc.

*Ron Dozsa*

Digitally signed by Ron Dozsa  
DN: cn=Ron Dozsa, o=Tower Consultants Inc.,  
ou, email=rdozsa@tower-tci.com, c=US  
Date: 2017.11.15 14:28:07 -0800

Ron Dozsa, Project Manager

Attachments: Proposal  
Tower Services Agreement





Tower Consultants, Inc.

## ***PROPOSAL***

**Proposal # TCI-17-229**

**Date: November 15, 2017**

**Ref: Springfield (Fordland), Missouri**

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**Proposal:** Fabrication and shipping of modification materials for the 1,891-ft. guyed tower located near Springfield, Missouri as specified in the scope of work below.

### **1. Tower Engineering and Material Supply**

- 1.1. Design, fabrication and supply of the tower modification materials and guy assemblies in accordance with TCI Feasibility Structural Analysis 17.289.001 dated May 19, 2017 and TCI drawing package 17.289.002 dated November 3, 2017.
- 1.2. Shipping of the materials to the job site.

### **Pricing Summary:**

TCI proposes to supply the specified tower modification materials on the KOZK 1,891-ft guyed tower located near Springfield (Fordland), Missouri for the following lump sum amount.

Tower Modification Materials and Shipping..... \$ 311,800.00

Schedule: Estimated delivery (based on guy wires) is 18 weeks ARO.

**Payment Terms:**      50% Down Payment, Net 5 Days  
                                 50% Upon Shipment, Net 30 Days

### **GENERAL NOTES:**

1. This proposal is for the materials listed above. Any additional work to be performed will be quoted on a cost plus or fixed price basis.
2. This proposal does not include any fees or costs associated with building permits, performance and payment bonds that may be required.
3. Customer hereby agrees and acknowledges that Tower Consultants Inc. shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Tower Consultants Inc.
4. All Purchase orders to execute this proposal must include reference to this proposal in order to be valid.
5. **TAXES:** Seller's price does not include sales, use, excise, or any other Federal, State or Municipal taxes that under applicable law Seller may legally collect from Buyer. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or



Tower Consultants, Inc.

other tax applied directly to the products or services sold or the sale there under shall be paid by the Buyer where permitted under applicable law or in lieu thereof, the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities.

Presented by:  
**Tower Consultants Inc.**

Accepted by:  
**Steve Lemay LLC**

*Ron Dozza*

Digitally signed by Ron Dozza  
DN: cn=Ron Dozza, o=Tower  
Consultants Inc., ou,  
email=rdozza@tower-tci.com,  
c=US  
Date: 2017.11.15 14:29:49  
-08'00'

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Ron Dozza, Project Manager

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Wade Lawyer

ALL AGREEMENTS ARE SUBJECT TO TERMS AND CONDITIONS ABOVE AND FOLLOWING

52



Tower Consultants, Inc.

## Tower Services Agreement

This Tower Modification Agreement (the "Agreement") is made by and between Steve Lemay LLC ("Customer") and Tower Consultants Incorporated ("Consultant").

Whereas Customer wishes to retain the services of the Consultant for the purpose of completing tower modifications at the Customers tower facility as further set forth in this Agreement; and

Whereas Consultant wishes to provide such services to Customer pursuant to the terms and conditions of this Agreement; and

In consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following terms and conditions:

### Section 1: Scope of Work

Consultant shall provide equipment, materials and qualified, experienced employees, professionals and others necessary for the performance of the work described above (and described more specifically in Exhibit "A"). Consultant reserves the right to make reasonable substitutions of labor or materials that are deemed necessary to facilitate the completion of the Scope of Work, provided that any such substitutions shall be of equal or greater quality (in the case of materials) and experience, expertise and skill (in the case of labor). Any substitutions that increase the cost to Customer require the Customer's prior written consent by means of a change order executed in accordance with Section 2(C)(v).

### Section 2: Compensation and Payment Schedule

- (A) **Late Payments:** Invoices shall be paid in full within 30 days from the date thereof, unless otherwise specified on the invoice and any amounts not paid by the due date will be deemed past due. Customer may be assessed a late charge of 1.5% per month on any past due amount. Additionally, Customer shall reimburse Consultant for all costs and expenses reasonably incurred by Consultant in efforts to collect past due amounts, including but not limited to, court costs and reasonable attorney's fees. If a payment is more than 90 days past due, Consultant has the immediate right to cease work and evacuate its site crew pending payment. Customer shall be responsible for all mobilization, re-rigging and remobilization costs. Additionally, such nonpayment shall have the effect of extending the number of days required to complete the Scope of Work.
- (B) **Taxes and Fees:** The stated Contract Price does not include any applicable taxes, permits or fees. In addition to such quoted price, Customer shall pay all present and future foreign, federal, state and local taxes, permits and fees applicable to the construction, sale, purchase or use of the products identified in this Agreement. To the extent Consultant is required to pay such taxes or fees, Customer shall reimburse these to Consultant within 30 days after receipt of invoice.
- (C) **Price Adjustments:** The Contract Price is subject to change based on certain conditions which are reasonably contemplated by the parties at the time of the Agreement and may include the following:
  - (i) **Weather:** Not Applicable.



Tower Consultants, Inc.

- (ii) **Materials and Information:** The Contract Price is based on carrying out the Scope of Work in one continuous operation and does not contemplate interruption or delays due to missing information to be supplied by Customer or materials purchased separately by Customer, including but not limited to, necessary permits, coaxial lines, transmission line hangers, antenna, reflectors or electrical power. All materials to be furnished by Customer that are necessary for completion of installation must be on the tower site prior to the commencement of tower erection or, in the alternative, scheduled in such a manner as to avoid delaying the erection crew. Customer must also furnish all requested information in a timely manner including, but not limited to, transmission line drawings (if necessary). The Contract Price may be subject to an upward adjustment including remobilization charges if the foregoing conditions are not met. Any such delay may have the effect of extending the number of days required to complete the Scope of Work. The parties acknowledge that as of the date of this Agreement, customer has furnished all required materials to Consultant.
- (iii) **Access:** The Consultant is aware of the site conditions and accepts the site without additional preparation by the Customer. Consultant will require the use of the access road to the transmitter building and all the adjacent available raised work area for use throughout the project. Customer shall:
- a) Provide necessary trusses to support the antenna during construction.
  - b) Provide necessary fittings and any gases (ie: nitrogen) required to pressure check all the transmission lines;
  - c) Provide electrical power to the base of the tower,
  - d) Provide the necessary building and construction permits,
  - e) Provide toilet facilities if required by local, state or federal authorities; and
  - f) Provide access to a telephone hookup.
- (iv) **Change Orders:** Consultant and Customer contemplate the possibility that changes in the Scope of Work may be required. Any such change shall be done by way of a Change Order specifically detailing the proposed change in the Scope of Work and shall thereafter be deemed an Amendment to this Agreement. Change Orders shall be in writing and signed by both parties. Change Orders may cause the Contract Price to be adjusted to reflect the cost incurred or saved plus a reasonable profit allocable to the work performed, if applicable. In the event that the Customer requests a material change in the Scope of Work, and if such requested change is likely to delay completion of the Work, the parties shall agree in writing, on a reasonable time-frame for completion of the project and any additional expenses to be covered by Customer in connection with such change.





### **Section 3: Warranty**

For a period of twelve (12) months from the date of completion of the work, Consultant warrants that the product and/or service shall conform to the specifications provided in this Agreement and any supporting documents thereto and that the product and/or service will be free from defects in material and workmanship, except defects in the raw materials (including steel) supplied to Consultant by others if applicable. Consultant makes no warranty with respect to those products or components thereof not manufactured by Consultant but agrees that Customer shall be entitled to any assignable benefits of any warranties given to Consultant by the manufacturers or suppliers of such products or components. This warranty is valid only if all of the following conditions have been satisfied:

- a) Consultant receives written notice of any claimed defect within sixty (60) days of the time Customer learns or should have learned of the defect, whichever is earlier, but in no event later than twelve (12) months from the day the work was completed;
- b) Customer affords Consultant a reasonable opportunity to inspect and examine the alleged defect; and
- c) Consultant determines, in its sole reasonable discretion, that the product and/or service is nonconforming or is defective as to material or workmanship which is not wholly or in part due to any misuse, improper maintenance, neglect, accident, vandalism, unauthorized repair or modification, defect in the raw materials or severe weather conditions. This limitation on the validity of warranties shall govern not only the express warranty made by Consultant herein, but also any other warranty that, contrary to the terms of this Agreement is deemed or implied by law to be in effect.

Consultant makes no warranty as to merchantability or fitness for a particular purpose and all implied warranties as to the foregoing are hereby disclaimed and excluded. Consultant shall not be obligated to change, modify or repair any of its work due to a Customer change in loading configuration of the structure. Consultant shall have no obligation to change, modify or improve any of its work to conform to changes in design, manufacture or engineering standards or customs, which occur after the date of this Agreement. Consultant's performance shall be judged in accordance with the standards and customs that were generally accepted in the tower design industry as of the Effective Date of this Agreement.

### **Section 4: Limitation of Liability**

Except for negligent or willful misconduct, neither party shall be liable to the other for consequential damages neither for breach of this Agreement nor for any special or exemplary damages in any action based on tortious acts or omissions by such party in any way related to this Agreement.

### **Section 5: Insurance**

Consultant has procured, at no expense to Customer, the insurance coverage's set forth below insuring Consultant, its employees and directors, and shall maintain such coverage's in full force and effect as specified herein. The insurance specified below is placed with insurance companies rated at least A/VII by Best's Rating Service

- (i) Commercial General Liability Insurance as follows:
  - (a) Bodily Injury & Property Damage Combined Single Limit:



Tower Consultants, Inc.

- \$2,000,000 General Aggregate
  - \$2,000,000 Products-Completed Operations Aggregate
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Each Occurrence – Stop Gap Liability
  - \$5,000,000 Excess Liability Umbrella Coverage
- (ii) Errors and Omissions –Professional Liability:
  - (a) \$2,000,000 General Aggregate
  - \$1,000,000 Per Claim
- (iii) Comprehensive Automobile Liability Insurance, inc, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00) covering bodily injury, including personal injury resulting there from, and property damage.
- (iv) Worker's Compensation and Employers' Liability:
  - (a) \$1,000,000 Each Accident
  - \$1,000,000 Disease policy limit
  - \$1,000,000 Disease each employee

## **Section 6: Events of Default**

Should either party fail to perform any material obligation or observe any material term or covenant or condition under this Agreement after thirty (30) days written notice thereof, sent in accordance with Section 15, such failure shall be deemed an Event of Default. The non-defaulting party shall have the option of terminating this Agreement, is entitled to seek recovery for any damages sustained as a result of the breach including, but not limited to, expectation damages, court costs and reasonable attorney's fees and may seek to avail themselves of any remedy available at law or in equity. These remedies shall be cumulative and not in the alternative.

## **Section 7: Non-Solicitation**

Customer and consultant hereby agree not to pursue any employee of Consultant's for employment within its company or any other company for a period of one year from the Effective Date of this Agreement.

## **Section 8: Section Headings**

The section headings contained in this Agreement are inserted as a matter of convenience and are for reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect the interpretation of the terms and provisions hereof.

## **Section 9: Waiver of Rights**

Neither parties exercise of any right hereunder, not its delay or failure to do so, shall constitute a waiver of such right or any other right hereunder nor shall any right be deemed to have been waived unless the waiver be in writing and signed by a duly authorized officer of Consultant or Customer.

## **Section 10: Arbitration**



Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may, upon mutual agreement of the parties (which agreement shall be memorialized in a separate writing signed by the parties), be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Provided that the parties agree to arbitrate, demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any such demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **Section 11: Governing Law and Venue**

The laws of the State of South Carolina shall govern the validity, performance and enforcement of this Agreement.

### **Section 12: Integration**

This Agreement and the rider attached hereto, together, represents the entire agreement of the parties with respect to the subject matter hereof. All agreements entered into prior hereto are revoked and superseded by this Agreement. The parties except as expressly set have made no representations, warranties, inducements or oral agreements forth herein. This Agreement may not be changed, modified assigned or rescinded except in writing and signed by all parties hereto; any attempt at oral modifications of this Agreement shall be null and void.

### **Section 13: Authority**

Each party represents by signing this Agreement that they have the authority to enter into the same and binds each party, their heirs, successors, assigned fellow beneficiaries in trust and/or partners to the terms and conditions as herein set forth.

### **Section 14: Notices**

Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or other telecommunications mechanism or (c) mailed by certified or registered mail or nationally recognized courier service, postage prepaid, receipt requested, as follows:

If to Tower Consultants, address to:

Leona Rogers  
Business Manager  
Tower Consultants, Inc.  
15 Surrey Ct.  
Columbia, SC 29212  
Ph: 803-407-8489  
lrogers@tower-tci.com



Tower Consultants, Inc.

If to Customer, address to:

Wade Lawyer  
Steve Lemay LLC  
9494 Sunrise Road  
Blaine, WA 98230  
Ph: 360-922-4707  
wadelawyer@stevelemayllc.net

or to such other address or to such other person as either party shall have last designated by such notice to the other party. If such notice is submitted by fax, a hard copy addressed to the appropriate party must follow.





# PURCHASE ORDER

**Steve Lemay LLC**

P.O. # 030454  
DATE: JANUARY 4, 2018

PO Box 2554 - Stanwood WA- 98292  
360-922-4707  
wadelawyer@stevelemayllc.net

**VENDOR** Tower Consultants Inc.  
15 Surrey Ct.  
Columbia, SC 29212  
803.407.8489

**SHIP TO** MO ST U  
Fordland Job Site  
Steve Lemay 360-510-3040

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
Per TCI	Collect	Approximately May 15

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
3	1	(3) Guy Wires	MO St U		
numerous	2	Mod Steel	MO St U		
		TCI Payment Terms -			
		30% now			
		30% fab completion			
		40% guy fab completion			

<b>SUBTOTAL</b>	311,800.00
<b>SALES TAX</b>	
<b>TOTAL</b>	311,800.00

1. Please send a copy of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:  
Wade Lawyer  
wadelawyer@stevelemayllc.net  
Phone 360.922.4707

*Wade Lawyer*  
Authorized by

January 4, 2018

Date

# Invoice

**KONECRANES**  
Lifting Businesses™

<b>Delivery Address</b> East Coast Hoist Inc 105 Keystone Dr Telford PA 18969-1013		<b>Information</b> <b>Document No.</b> 151995265 <b>Document Date</b> 08/18/2017 <b>Customer PO</b> Credit Card <b>Customer Contact</b> Leia Vilardi-- <b>Customer No.</b> 1729650	
<b>Invoice Address</b> East Coast Hoist Inc 105 Keystone Dr Telford PA 18969-1013		<b>Terms of Payment / Delivery</b> <b>Terms of Delivery</b> FCA Plant of Origin <b>Terms of Payment</b> 15 days net <b>Due Date</b> 09/02/2017	
<b>Invoice Details</b> Thank you for choosing KoneCranes!			
<b>Item</b>	<b>Material Description</b>	<b>Quantity</b>	<b>Unit price USD</b>
			<b>Value USD</b>
Service Request Num & Delivery Date: 1-58253912611 / 0150339122 / 08/16/2017			
10	Technician Labor	1 PC	4,600.00 / PC
	Perform visual and operational inspection on (2) CESCO Double Drum Hoists		4,600.00
	Tax Jur Code Level 1	6.000%	276.00
	Invoice Value		4,600.00
	Sales Tax		276.00
	Invoice Total		4,876.00

PHI-Philadelphia, PA  
 371 Circle of Progress  
 POTTSTOWN PA 19464  
 USA

Phone No. 610-321-2900  
 Fax No. 610-321-2934

Contact: Fran Wolfe, Shannon Beecher  
 Email: fran.wolfe@konecranes.com,  
 shannon.beecher@konecranes.com

# Invoice

**KONECRANES**  
Lifting Businesses™

<b>Invoice Address</b> East Coast Hoist Inc 105 Keystone Dr Telford PA 18969-1013	<b>Information</b> <b>Document No.</b> 151995265 <b>Document Date</b> 08/18/2017
<b>Payment Details</b>	
<b>Wires:</b> Fedwire Routing Number (ABA): 043000096 Swift Code: PNCCUS33XXX Bank Name: PNC Bank N.A. Bank Address: 500 First Ave, Pittsburgh, PA 15219 Account Number: 1043490868 Company Name: Konecranes Inc.	<b>ACH:</b> Account Number: 1043490868 Company Name: Konecranes Inc. Routing Number: 043000096 Bank Name: PNC Bank N.A. Bank Address: 500 First Ave, Pittsburgh, PA 15219
<p>Please email remittance details for electronic payments to: <a href="mailto:remittance.fssc.us@konecranes.com">remittance.fssc.us@konecranes.com</a></p> <p><b>Checks:</b> Konecranes, Inc. P.O. Box 644994 Pittsburgh, PA 15264-4994</p>	

PHI-Philadelphia, PA  
371 Circle of Progress  
POTTSTOWN PA 19464  
USA

**Phone No.** 610-321-2900  
**Fax No.** 610-321-2934

**Contact:** Fran Wolfe, Shannon Beecher  
**Email:** [fran.wolfe@konecranes.com](mailto:fran.wolfe@konecranes.com),  
[shannon.beecher@konecranes.com](mailto:shannon.beecher@konecranes.com)

You have successfully completed the OSHA 10-hour Construction Safety course. We are proud to participate in OSHA's successful Outreach Program for Construction by offering this groundbreaking course – the first OSHA-approved online version. We hope your experience with the online course was rewarding, providing valuable information in an effective and enjoyable way. Your DOL-OSHA 10-hour completion card is included in this mailing.



30-0000000000

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Nathan McLeod

RICK GLEASON, CIH, CSP  
(Trainer name – print or type)

1/20/2018  
(Course end date)

# Congratulations!

You have successfully completed the OSHA 10-hour Construction Safety course. We are proud to participate in OSHA's successful Outreach Program for Construction by offering this groundbreaking course – the first OSHA-approved online version. We hope your experience with the online course was rewarding, providing valuable information in an effective and enjoyable way. Your DOL-OSHA 10-hour completion card is included in this mailing.



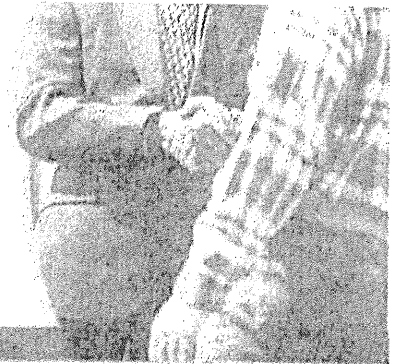
30-0000000000

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Tanner C Klemann

RICK GLEASON, CIH, CSP  
(Trainer name – print or type)

1/31/2018  
(Course end date)





## PART 3: IDENTIFICATION AND CONTROL OF HAZARDS

### 3.1 PRE-CONSTRUCTION SAFETY SURVEY

A Steve Lemay LLC JHA must be completed before work begins on any jobsite where employees or subcontractors work. The JHA template is included as Exhibit C.

### 3.2 EMERGENCY CONTACT INFORMATION

The foreman initiates the JHA and identifies:

- Local emergency services (medical, fire, police); their phone number(s); and the route of the jobsite to the closest medical facility.
- The address of the worksite, including the nearest cross street or other landmark, so personnel can quickly direct emergency services to the site.
- Once on-site the competent person shall verify all information is correct and accurate.

### 3.3 JOB AND SITE HAZARDS

With the assistance of the crew, the crew foreman completes the JHA by identifying and documenting recognized hazards and necessary safeguards.

### 3.4 SAFETY MEETING

The Crew Foreman must:

- confirm correct directions to the site
- communicate emergency contact information
- identified hazards and necessary safeguards to all affected personnel on the jobsite in a tailgate safety meeting before work begins

The completed JHA form must be readily available at the jobsite. Once the job is complete, the original is retained in the on-site job folder and a copy is emailed to the Safety Manager

### 3.5 WORKSITE AUDITS

Crew foremen, site supervisors, and project managers must continually observe work operations to assure that new hazards do not arise and recognized safety procedures are being followed. Deficiencies must be corrected immediately.

Project managers, crew foremen, or supervisors must perform periodic foreman safety audits each month. Audits can be of worksites involving in-house crews, contractors, or both. Audits must be documented on the SLLLC Site Safety Audit form. Project managers must follow up and correct deficiencies identified in audits.

Safety department personnel and other employees trained by the Safety Manager will perform regular audits of employee and contractor worksites utilizing the SLLLC Site Safety Audit form.



## **Control of Hazardous Energy (Lockout/Tagout) Compliance Program**

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## **CONTROL OF HAZARDOUS ENERGY SOURCE AND ELECTRICAL HAZARDS LOCKOUT AND TAGOUT**

### **PURPOSE**

The purpose of these instructions are to ensure that before any employee performs any servicing or maintenance on machinery or equipment, where the unexpected energizing, start up or release of any type of energy could occur and cause injury, the machinery or equipment will be rendered safe to work on by being locked out or tagged out.

### **GENERAL INFORMATION**

All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation during any servicing or maintenance activity. Anyone operating or attempting to operate any switch, valve, or other energy isolating device that is locked or tagged out will be disciplined.

OSHA has promulgated two standards that require lockout/tagout of machinery and equipment. They are:

- 1) Control of Hazardous Energy (Lockout/Tagout) - 29 CFR 1910.147.
- 2) Lockout/Tagout Electrical Safe Workpractice Standard - 29 CFR 1910.333.

Lockout is preferred method of isolating machines or equipment from energy sources and shall be used whenever possible. (See pages 6 and 7 for additional requirements for working on electrical circuits.)

If tags are used additional steps shall be taken as may be necessary to provide the equivalent safety available from the use of a lockout device. (See pages 6 and 7 for additional requirements for working on electrical circuits.)

Equipment obtained or modified after January 2, 1990, will be equipped with lockout capability.

The terminology used in this instruction is derived from the OSHA standards.

### **LOCKOUT/TAGOUT PROCEDURES**

This procedure establishes the minimum requirements for the lockout or tagout of energy isolating devices. Note Specific Procedures for control of hazardous energy sources must be developed for any equipment or machinery before any maintenance or servicing is performed on it. Machines and equipment shall be evaluated using Appendix D - The Energy Source Determination Checklist. The procedures developed shall be documented in Appendices E-H.



## **RESPONSIBILITY**

Any employees who could be exposed to hazardous energy sources shall be instructed in the safety significance of the lockout or tagout procedure.

Employees authorized to perform lockout or tagout shall receive training commensurate with their responsibilities and as per the OSHA requirements.

Appendix A is a list of names and job titles of employees authorized to lockout and tagout. Each new or transferred "affected" employee and "other" employees who work operations are or may be in the area shall be instructed in the purpose and use of the lockout or tagout procedure. The job titles of the affected employees are contained in Appendix B. Prior to lockout/tagout, the senior authorized individual will brief all affected employees in person. In the event of tagout system only, the authorized individual will also brief all other personnel potentially exposed to the hazard in person. The procedures noted in the LOCKOUT OR TAGOUT SYSTEM PROCEDURE will be followed.

## **PREPARATION FOR LOCKOUT OR TAGOUT**

The "authorized" employee shall make a survey using Appendix D to locate and identify all isolating devices to be certain which switch(s), valve(s), or other energy isolating devices apply to the equipment to be locked or tagged out. More than one hazardous energy source and/or means of disconnect (electrical, mechanical, or others) may be involved. Consult the appendices E-H for specific procedures and then follow the specified procedure. If specific procedures have not been developed and documented in Appendices E-H they shall be developed and documented before work is begun. No work can proceed until \_\_\_\_\_ writes and provides the authorized person with a specific procedure.

## **LOCKOUT OR TAGOUT SYSTEM PROCEDURE**

- (1) Notify all affected employees that a lockout or tagout system is going to be utilized and the reason thereof. The authorized employee shall know the type and magnitude of energy that the machine or equipment utilizes and shall understand the hazards thereof.
- (2) If the machine or equipment is operating, shut it down by the normal stopping procedure. This is usually done by depressing stop button, open toggle switch, etc. In addition, ensure that all stored energy is dissipated or properly restrained.
- (3) Operate the switch, valve, or other energy isolating device(s) so that the equipment is isolated from its energy source(s).
- (4) Lockout/tagout device application.
  - (a) Locks or tags shall be affixed to each energy isolating device only by an "authorized" employee.
  - (b) Locks and tags shall be singularly identified.



(c) Locks shall be affixed in a manner that will hold the energy isolating devices in a safe or off position.

(d) Tags, when used, shall be affixed in a manner that will clearly indicate that the operation or movement of the energy isolating device from the "safe" or "off" position is prohibited.

(e) Tags that cannot be affixed directly to the energy isolating device shall be located as close as safely possible to the device, in a position that will be immediately obvious to anyone attempting to operate the device.

(f) All potentially hazardous stored or residual energy shall be relieved, disconnected, restrained or otherwise rendered safe. (If there is a possibility of re-accumulation of stored energy to a hazardous level verification of isolation shall continue until the possibility of accumulation no longer exists).

(g) After ensuring that no personnel are exposed, as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. (See Appendices E-H for procedures for specific machinery and equipment.)

CAUTION: RETURN OPERATING CONTROL(S) TO "NEUTRAL" OR "OFF" POSITION AFTER THE TEST.

(5) The equipment is now locked out or tagged out.

#### ***TESTING OR POSITIONING OF MACHINES, EQUIPMENT, OR COMPONENTS THEREOF***

In situations which lockout or tagout devices must be temporarily removed from the energy isolating device and the machine or equipment energized to test or position the machine, equipment or component thereof, the following sequence of actions shall be followed:

(a) Clear the machine or equipment of tools and materials.

(b) Remove employees from the machine or equipment area.

(c) Remove the lockout or tagout devices.

(d) Energize and proceed with testing or positioning.

(e) Deenergize all systems and reapply energy control measures in accordance with the requirements set forth in this instruction.





### **RESTORING MACHINES OR EQUIPMENT TO NORMAL PRODUCTION OPERATIONS**

- (1) After the servicing and/or maintenance is complete and equipment is ready for normal production operations, check the area around the machines or equipment to ensure that no one is exposed.
- (2) After all tools have been removed from the machine or equipment, guards have been reinstalled and employees are in the clear, remove all lockout or tagout devices and notify the "affected" employees of their removal.
- (3) Operate the energy isolating the devices to restore energy to the machine or equipment.

### **PROCEDURE INVOLVING MORE THAN ONE PERSON**

In the preceding steps, if more than one individual is required to lockout or tagout equipment, each shall place his/her own assigned lockout device or tagout device on the energy isolating device(s). When an energy isolating device cannot accept multiple locks or tags, a multiple lockout or tagout device (hasp) may be used. If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it. Each employee will then use his/her own assigned lock secure the box or cabinet. As each person no longer needs to maintain his or her lockout protection, that person will remove his/her lock from the box or cabinet.

### **REMOVAL OF LOCKOUT/TAGOUT DEVICES BY OTHER THAN THE AUTHORIZED EMPLOYEE**

Lockout/Tagout Devices shall be removed from each energy isolating device by the employee who applied it, EXCEPT:

1. Lockout/tagout devices may be removed by \_\_\_\_\_ or \_\_\_\_\_ if the authorized employee who applied it is not available and:
  - (a) it is verified that the authorized employee who applied the device is not at the facility;
  - (b) all reasonable efforts were made to contact the authorized employee to inform him/her that his/her lockout or tagout device has been removed and;
  - (c) the authorized employee has this knowledge before he/she resumes work at that facility.

### **INFORMING OUTSIDE CONTRACTORS**

\_\_\_\_\_ will inform all outside contractors of the elements of this program and obtain information regarding their lockout/tagout programs. This information shall be conveyed to our employees in an understandable manner. The work efforts covered by the procedure shall be fully coordinated and complied with.



### **SHIFT OR PERSONNEL CHANGES**

In the case of shift or personnel changes, a change over period will be established so that the authorized employees may exchange their assigned locks/tags. Authorized personnel assuming control of lockout of equipment shall be fully briefed in the scope and stage of the work by those whom are being relieved.

### **PERIODIC INSPECTIONS**

Periodically (at least annually) the effectiveness of the entire program will be evaluated by an authorized employee(s) other than the one(s) utilizing the energy control procedure being inspected. Any deviations or inadequacies shall be documented and corrected. These annual evaluations will be conducted during the month of \_\_\_\_\_ each year.

The date of the inspection/evaluation will be documented on the Annual Inspection Report (Appendix C) and maintained as a part of this program until the next annual evaluation replaces it.

### **TRAINING**

Training shall be given to all authorized, affected and other personnel as required by 29 CFR 1910.147(c)(7) and 29 CFR 1910.332. Appendix J provides Key Points for Lockout/Tagout Training Program and shall be used as a training outline along with the appropriate sections of the standard.

In addition, a copy of the illustrated overview of the standard is provided in Appendix J, copies can be made and handed out at the training session or transparencies can be made and projected by an overhead projector.

\_\_\_\_\_ will conduct training and prepare a record and certify that the employee training has been accomplished. The certification will be made on Appendix K (Training Record). \_\_\_\_\_ will conduct retraining whenever there is:

- (a) a change in their job assignments,
- (b) a change in their job assignments, a change in machines, equipment or processes that present a new hazard, or
- (c) when there is a change in the energy control procedures,
- (d) additional retraining shall also be conducted whenever the periodic inspection reveals, or whenever there is reason to believe, that there are deviations from or inadequacies in the employee's knowledge or use of the energy control procedures.

### ***ELECTRICAL LOCKOUT/TAGOUT (29 CFR 1910.333(b))***

Electrical work requires a lock and a tag to be used together. However, a tag can be used by itself only if the electrical disconnecting source does not have lockout capabilities.

Locks can be placed without a tag only under the following conditions:

- (1) Only one circuit or piece of equipment is de-energized.
- (2) The lockout period does not extend beyond the work shift.
- (3) Employees exposed to the hazards associated with re-energizing the circuit or equipment are familiar with this procedure.

### ***ELECTRICAL TEST VERIFICATION OF DEENERGIZED CIRCUITS (29 CFR 1910.333(b)(iv)(B))***

A qualified person shall use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and shall verify that the circuit elements and equipment parts are deenergized. The test shall also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage backfeed even though specific parts of the circuit have been deenergized and presumed to be safe. If the circuit to be tested is over 600 volts, nominal, the test equipment shall be checked for proper operation immediately before and immediately after this test.

### ***WORK ON ENERGIZED CIRCUITS***

Approval must be obtained from \_\_\_\_\_ prior to any work on energized circuits.

\_\_\_\_\_ will verify that by deenergizing circuits that it will create additional or increased hazards or it is infeasible due to equipment design or operational limitations.

NOTE: Working on energized parts requires the wearing of appropriate personal protective equipment. \_\_\_\_\_ will be responsible for specifying appropriate personnel equipment to be used, to ensure compliance with 29 CFR 1910.335.

Personnel protective equipment for electrical hazards shall meet, be used and maintained in accordance with ANSI J6.1 through J6.7.

### ***ACCIDENTS CONCERNING LOCKOUT/TAGOUT***

\_\_\_\_\_ will be responsible for fully investigating all lockout/tagout accidents, and reporting the cause of such accident to \_\_\_\_\_. If the accident involved the control of hazardous energy with a single lockout source, a specific procedure will be written and included in Appendix F before work is continued.

If the accident involved a specific procedure for a piece of equipment, the lockout/tagout specific procedure will be evaluated and modified (if necessary) prior to authorizing work to continue.



## APPENDIX A

## LIST OF AUTHORIZED LOCKOUT AND TAGOUT INDIVIDUALS

**WORK  
CENTER**

**LOCK #**

NAME \_\_\_\_\_

**MECHANICAL**  
**YES/NO**

**ELECTRICAL**  
**YES/NO**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard ruled sheet of paper. There is no handwriting or other markings on the page.

NOTE: AUTHORIZED ELECTRICAL LOCKOUT/TAGOUT REQUIRES QUALIFIED WORKER INACCORDANCE WITH SUBPART "S" 29 CFR PART 1910.



## APPENDIX B

### LIST OF AFFECTED EMPLOYEES BY JOB TITLES

**JOB TITLE**

**MACHINERY, EQUIPMENT OR PROCESS**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

JOB TITLE	MACHINERY, EQUIPMENT OR PROCESS
-----------	---------------------------------

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**APPENDIX C  
ANNUAL EVALUATION REPORT**

Date(s) of Evaluation \_\_\_\_\_

Evaluation was made by \_\_\_\_\_  
(PRINT)

General policy has been reviewed: YES/NO (Circle one)

COMMENTS ON GENERAL POLICY:

THE FOLLOWING SPECIFIC PROCEDURES HAVE BEEN REVIEWED (LIST BELOW):

THE FOLLOWING SPECIFIC PROCEDURES WERE MODIFIED (LIST BELOW):

THE FOLLOWING SPECIFIC PROCEDURES WERE ADDED (LIST BELOW):

A REVIEW OF THE LOG OF OCCUPATIONAL INJURIES AND ILLNESSES (OSHA FORM 200 OR EQUIVALENT) AND THE ASSOCIATED ACCIDENT REPORTS AND INJURY/ILLNESS REPORTS (OSHA FORM 101 OR EQUIVALENT): **YES/NO**  
(CIRCLE ONE)

THE FOLLOWING INJURIES RESULTED FROM LOCKOUT/TAGOUT (LIST BELOW):



**APPENDIX D  
LOCKOUT/TAGOUT PROCEDURES/CHECKLIST  
ENERGY SOURCE DETERMINATION**

DATE: \_\_\_\_\_ CONDUCTED BY: \_\_\_\_\_

In order to determine all energy sources for each piece of equipment, all questions must be answered. Both actual and potential sources of energy need to be considered when responding to the questions. If the question does not apply, write N/A in the blank. Circle "yes" or "no" or fill in the blank.

Location: \_\_\_\_\_ Work Center: \_\_\_\_\_

Line: \_\_\_\_\_ Equipment No.: \_\_\_\_\_

Equipment Name: \_\_\_\_\_ Serial No.: \_\_\_\_\_

Lockout/Tagout Procedure No. Assigned: \_\_\_\_\_

1. Does this equipment have:

- a. Electric power (including battery)? YES/NO  
if yes, Motor Control Center (MCC) or power panel and breaker number

\_\_\_\_\_

Does it have a lockout device? YES/NO

Battery location: \_\_\_\_\_

- b. Mechanical power? YES/NO

Mark each type of energy source that applies:

1. Engine driven? YES/NO

If yes, switch or key location: \_\_\_\_\_

Is lockout device installed? YES/NO

If no, method of preventing operation: \_\_\_\_\_

2. Spring loaded? YES/NO

If yes, is there a method of preventing spring activation? YES/NO





If no, how can spring tension be safely released or Secured?

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3. Counter weight(s)? YES/NO

If yes, does it have a method of preventing movement? YES/NO

If yes, can it be locked? YES/NO

If no, how can it be secured?

---

---

4. Flywheel? YES/NO

If yes, does it have a method of preventing movement? YES/NO

If no, how can it be secured?

---

---

c. Hydraulic power? YES/NO

If yes, location of main control/shut off valve.

---

Can control/shut off valve be locked in "off" position? YES/NO

If no, location of closest manual shutoff valve. \_\_\_\_\_

Does manual shutoff valve have lockout device? YES/NO

If no, what is needed to lock valve closed? \_\_\_\_\_

Is there a bleed or drain valve to reduce pressure to zero? YES/NO

If no, what will be required to bleed of pressure? \_\_\_\_\_

---

d. Pneumatic energy? YES/NO

If yes, location of main control/shut off valve. \_\_\_\_\_

Can control/shut off valve be locked in "off" position? YES/NO

If no, location of closest manual shutoff valve. \_\_\_\_\_

Does manual shutoff valve have lockout device? YES/NO

If no, what is needed to lock valve closed? \_\_\_\_\_

Is there a bleed or drain valve to reduce pressure to zero? YES/NO

If no, what will be required to bleed off pressure? \_\_\_\_\_

e. Chemical system? YES/NO

If yes, location of main control/shutoff valve. \_\_\_\_\_

Can control/shutoff valve be locked in off/closed position? YES/NO

If no, location of closest manual shutoff valve. \_\_\_\_\_

Does manual shutoff valve have lockout device? YES/NO

If no, what is needed to lock valve closed? \_\_\_\_\_

Is there a bleed or drain valve to safely reduce system pressure and  
drain system of chemicals? YES/NO

If no, how can system be drained and neutralized? \_\_\_\_\_

What personal protective clothing or equipment is needed for this  
equipment? \_\_\_\_\_

f. Thermal energy? YES/NO

If yes, location of main control/shutoff valve. \_\_\_\_\_

Can control/shutoff valve be locked in "off" or closed  
position? YES/NO

If no, location of closest manual shutoff valve. \_\_\_\_\_



Does manual shutoff valve have lockout device? YES/NO

g. Gravitational Energy? YES/NO

If yes, location of main control/shutoff device. \_\_\_\_\_

Is there a device to restrain or control the gravitational energy? YES/NO

If no, what will be required to control or restrain the gravitational energy? \_\_\_\_\_

Can the device used to restrain or control the gravitational energy be locked in a position that will prevent the gravitational energy from being released? YES/NO

h. Other Sources of Energy?

Are there any other actual or potential energy sources? YES/NO

If yes, location of main control/shutoff valve. \_\_\_\_\_

Can control/shutoff valve be locked in an off or closed position? YES/NO

Is there a way to drain or bleed of pressure? YES/NO

If no, how can energy be controlled or neutralized? \_\_\_\_\_

Is personal protective clothing or equipment needed to protect employees from the energy source? YES/NO

If yes, what equipment is needed? \_\_\_\_\_

If no, what is needed to lock valve closed? \_\_\_\_\_

Is there a bleed or drain valve to safely reduce system pressure and temperature and drain system? YES/NO

If yes, what is the location of the valve? \_\_\_\_\_

If no, how can system pressure and temperature be reduced and drained? \_\_\_\_\_

What personal protective clothing or equipment is needed for this equipment? \_\_\_\_\_

Special precautions not noted in the preceding (i.e., fire hazards, chemical reactions, required cool down periods, etc.): \_\_\_\_\_

Recommendations or Comments: \_\_\_\_\_

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_





## APPENDIX E

## LIST OF ALL LOCKOUT PROCEDURES

PROCEDURE NO.

EQUIPMENT, MACHINERY OR PROCESS

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

**APPENDIX F  
SPECIFIC LOCKOUT PROCEDURE**

EQUIPMENT, MACHINERY, OR PROCESS: \_\_\_\_\_

LOCKOUT PROCEDURE NO.: L/O-\_\_\_\_-\_\_\_\_

DATE: \_\_\_\_\_

APPROVED/IMPLEMENTED: \_\_\_\_\_

**SPECIFIC LOCKOUT PROCEDURE**

NOTE: Required for all equipment, machinery and/or processes that fails to meet the exceptions noted in 29 CFR 1910.147(c)(4)(i).

1. The purpose of these specific procedures is to protect the life and limb of the employees of \_\_\_\_\_.

NOTE: Failure to comply with these procedures will result in disciplinary action and may result in employee discharge.

2. TYPE(S) AND MAGNITUDE(S) OF ENERGY AND HAZARDS:

3. NAME(S)/JOB TITLE(S) OF EMPLOYEES AUTHORIZED TO LOCKOUT/TAGOUT:

4. NAME(S)/JOB TITLE(S) OF AFFECTED EMPLOYEES AND HOW TO NOTIFY:

5. TYPE(S) AND LOCATION OF ENERGY ISOLATING MEANS:

6. TYPE(S) OF STORED ENERGY - METHODS TO DISSIPATE OR RESTRAIN:



## APPENDIX G

## LIST OF ALL TAGOUT PROCEDURES

PROCEDURE NO.

EQUIPMENT, MACHINERY OR PROCESS

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**APPENDIX H**  
**SPECIFIC TAGOUT PROCEDURES**

EQUIPMENT, MACHINERY, OR  
PROCESS: \_\_\_\_\_

LOCKOUT PROCEDURE NO.: T/O-\_\_\_\_-\_\_\_\_

DATE APPROVED/IMPLEMENTED: \_\_\_\_\_

**SPECIFIC TAGOUT PROCEDURE**

NOTE: Required for all equipment, machinery and/or processes that fail to have lockout capabilities. Failure to comply with these procedures will result in disciplinary action and may result in employee discharge

1. The purpose of these specific procedures is to protect the life and limb of the employees of \_\_\_\_\_.
2. TYPE(S) AND MAGNITUDE(S) OF ENERGY AND HAZARDS:
3. NAME(S)/JOB TITLE(S) OF EMPLOYEES AUTHORIZED TO LOCKOUT/TAGOUT:
4. NAME(S)/JOB TITLE(S) OF AFFECTED EMPLOYEES AND HOW TO NOTIFY:
5. NAME(S)/JOB TITLE(S) OF OTHER EMPLOYEES:
6. TYPE(S) AND LOCATION OF ENERGY ISOLATING MEANS:



## APPENDIX I

### METHODS OF TAG AND LOCK IDENTIFICATION

NUMBER LOCK SEQUENTIALLY (1,2,3 ETC.). LOCKS WILL BE COLOR CODED BY DEPARTMENT AND THE NUMBERS AND COLORS WILL BE LISTED ON APPENDIX A TO IDENTIFY THE EMPLOYEE ASSIGNED.

ALL LOCKS WILL BE OF \_\_\_\_\_ BRAND.

TAGS WILL ALWAYS BE SECURED BY A NYLON SELF-LOCKING TIE, WHICH WILL REQUIRE CUTTING THE NYLON SELF-LOCKING TIE TO REMOVE IT.

NOTE: OTHER METHODS OF IDENTIFYING LOCKS AND TAGS ARE ACCEPTABLE. THESE OTHER METHODS ARE SPECIFIED IN 29 CFR 1910.147(c)(5).



## APPENDIX J

### KEY POINTS FOR LOCKOUT/TAGOUT TRAINING PROGRAM

#### GENERAL RULES

- \* Procedures developed, documented and utilized for control of potentially hazardous energy.
- \* Employer has provided locks, tags, chains, wedges, key blocks adapter pins, self locking fasteners, or other hardware to isolating, securing or blocking machines or equipment.
- \* Lockout/Tagout devices singularly identified.
- \* Lockout/Tagout devices are used only for controlling energy.
- \* Lockout/Tagout devices are not used for other purposes.
- \* Durable lockout/tagout devices must be capable of withstanding the environment to which they are exposed for the maximum period of time that exposure is expected.
- \* Standardized lockout/tagout devices must be standardized with each facility in at least color, shape, or size.
- \* For tagout devices, also standardized print and format.
- \* Must be legible and understandable.
- \* Identifiable lockout/tagout devices must indicate the identify of the employee applying the devices.
- \* When major modifications are made to machinery electrical systems or when new machinery is installed, the energy source must be designed to accept a lockout device.
- \* Inspection conducted at least annually.
- \* Performed by authorized employee other than those utilized energy control procedure under inspection.
- \* Designed to correct any deviations or inadequacies observed.
- \* Include review of each authorized employee's responsibilities under the procedure(s). If tagout used, than include review of limitations of tags.

## TRAINING RECORD/CERTIFICATION FOR AUTHORIZED EMPLOYEES LOCKOUT/TAGOUT

NOTE: This is not a certification for the training required for those exposed to electrical shock hazards as required in 29 CFR 1910.332.

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INSTRUCTOR'S SIGNATURE  
(PRINT)





**Missouri State**  
UNIVERSITY

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**PLANNING, DESIGN & CONSTRUCTION**

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Springfield, Missouri 65897

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[www.design.missouristate.edu](http://www.design.missouristate.edu)

[designandconstruction@missouristate.edu](mailto:designandconstruction@missouristate.edu)

**Reinforce Tower,  
KOZK**

PROJECT NUMBER: 180830-027

November 7, 2017

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**Working to build a better Missouri State University**



## **NOTICE TO CONTRACTORS**

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Sealed bids for **Reinforce Tower, KOZK** will be received at the Office of Planning, Design & Construction, Missouri State University, Burgess House, Springfield, Missouri, until **2:00 PM, November 21, 2017** and then publicly opened and read aloud. A certified check, bank draft or a bid bond executed by the bidder and an approved Surety Company in the amount of five percent (5%) of the bid shall be submitted with each proposal.

Contract Documents can be secured from the Office of Planning, Design & Construction upon receipt of a **\$25.00** refundable deposit check for documents returned within thirty days from date of bid. All sets of specifications requested other than in person will be mailed.

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

If this project should not be completed within the time noted on the Bid Proposal, the successful bidder shall pay to, or allow Missouri State University as liquidated damages the amount noted on the Bid Proposal for each day thereafter, Sundays and holidays included, that the work remains uncompleted.

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

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

Clif Smart, President  
Missouri State University

THERE IS NO PRE-BID MEETING SCHEDULED FOR THIS PROJECT.

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Affidavit for Compliance with Section 285.530, RSMo (for Agreements over \$5,000)	
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 Affidavit for Compliance with the Prevailing Wage Law  
 Final Waiver of Lien  
 Contractor Closeout Checklist  
 Form of Contractor Performance Evaluation

## Missouri Division of Labor Standards

Annual Wage Order

## **INSTRUCTIONS TO BIDDERS**

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### **ARTICLE 1 – SPECIAL NOTICE TO BIDDERS**

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

### **ARTICLE 2 – BID FORMS**

A. The bid forms shall be enclosed within a **sealed envelope clearly labeled "Bid Forms" with Project Title and time for bid opening** so as to guard against opening prior to the time set therefore. Any bid documents mailed shall be sealed within two envelopes (outer and inner) with the outer envelope properly addressed for this bid opening and with the inner envelope sealed and clearly labeled as described above.

B. All bids shall be submitted without modification or reservation on the bid proposal form with each space properly filled. Bids not on this form will be rejected.

C. No contractor shall stipulate in their proposal any conditions not contained in the specifications or standard proposal form contained in the Contract Documents. Such submission may be cause for rejection of bid.

D. No telephonic, telegraphic, electronic mail, facsimile (FAX), or similar bid transmissions will be accepted or allowed. Copies of forms may be made but **original signatures** must be on the forms submitted to Planning, Design & Construction at the time of the submission of the bid proposal. **Bidders must sign all forms and it is encouraged that a color other than black ink be used.** Any modifications to bids shall be made as set forth in the Modifications and Withdrawal of Bids Article.

E. Bidders shall include the following bid forms at the time of bid submission (See Appendix A). :

- Signed bid proposal
- Bid Guaranty
- Statement of Qualifications
- Certificate for Affirmative Action
- Affidavit of Compliance with Section 285.530, RSMo
- MBE/WBE Forms - For Projects of \$100,000 or more

Contractor must submit all of the above forms at the time of bid. Failure to do so may be cause for rejection of bid.

F. In the event of discrepancies in the bidding documents, the written words will take precedence over the numeric presentation of the bid.

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

### **ARTICLE 3 – INTERPRETATIONS**

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



#### ARTICLE 4 – EXAMINATION OF SITE, PLANS, ETC.

A. Bidders must carefully examine the entire site of the work and shall make all necessary investigations to inform themselves thoroughly as to the facilities available and to inform themselves thoroughly as to all the difficulties involved in the completion of all work in accordance with the Contract Documents made part of this project. Bidders are also required to examine all maps, plans and data mentioned in the Contract Documents as being on file in the Office of Planning, Design & Construction, for examination by bidders. No plea of ignorance on conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Agreement, as a result of failure to make the necessary examination and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all of the requirements of said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation. The contractor will not be held responsible for hidden conditions that could not be known to the contractor prior to bidding. This does not excuse the contractor from doing a thorough examination of the site prior to bidding.

#### ARTICLE 5 – BID GUARANTY

A. Each bid must be accompanied by an original Bid Guaranty which shall be in the amount of five (5) percent of the bid or bids submitted including all possible alternates, and at the option of the bidder may be a certified check or a bid bond issued by a qualified and approved bonding company. **NO BID WILL BE CONSIDERED UNLESS IT IS SO GUARANTEED AND MANUALLY SIGNED BY BOTH A PRINCIPAL OF THE CONSTRUCTION CORPORATION OR COMPANY AS WELL AS THE SURETY SUPPLYING THE GUARANTY.** If signed by Attorney in-Fact there shall be attached to the guaranty, a Power of Attorney evidencing authority to sign the guaranty. Certified checks must be made payable to the order of the Board of Governors, Missouri State University. **CASH DEPOSITS, PERSONAL OR COMPANY CHECKS WILL NOT BE ACCEPTED AS A BID GUARANTY.** Bid security is required as a guarantee that bidder will enter into a written agreement and furnish a performance bond within the time and in form as specified in these specifications; and if successful bidder fails to do so, the bid security will be realized upon or retained by the Owner.

B. The bidder must submit a separate Bid Guaranty to cover each bid proposal submitted.

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

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

E. It is specifically understood that the bid security is a guarantee and shall not be considered as liquidated damages for failure of bidder to execute and deliver their agreement and performance bond, nor limit or fix bidder's liability to Owner for any damages sustained because of failure to execute and deliver the required agreement and performance bond.

#### ARTICLE 6 – STATEMENT OF QUALIFICATIONS

A. Each bid must be accompanied by a Statement of Qualification on the form furnished for the purpose, a copy of which is included in Appendix A, of the bidder's financial resources and their construction experience. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such additional information and data for this purpose as he may request. The right is reserved to reject any bids where an investigation or consideration of the information submitted by such bidder does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the Contract Documents.

## **ARTICLE 7 – ALTERNATES**

A. No alternative bids except those specifically called for will be considered.

B. Each bidder shall submit a price for each and every alternate, said price to be entered in the designated space in the Bid Proposal. The Owner reserves the right to accept any or all alternates. All accepted alternates will be designated in the Agreement signed by the Contractor and Owner and will become a part of the Agreement.

## **ARTICLE 8 – UNIT PRICES**

A. Unit prices shall be contained in the Contractor's original proposal and incorporated into the Agreement. Unit prices contained in the Contractor's original proposal are understood to include the Contractor's overhead and profit and are valid thru the duration of the Agreement.

B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, as well as all overhead and profit. No additional markups may be applied to the unit prices when they are incorporated into the Agreement by change order.

C. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

D. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

E. List of Unit Prices: A list of unit prices is included in the Bid Proposal form. Refer to individual Specification Sections for requirements regarding materials described under each unit price.

## **ARTICLE 9 – CORRECTIONS**

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

## **ARTICLE 10 – APPROVED EQUAL AND SUBSTITUTION POLICY**

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

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

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

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

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

## **ARTICLE 11 – TIME FOR RECEIVING BIDS**

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

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

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

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

## **ARTICLE 12 – MODIFICATIONS AND WITHDRAWAL OF BIDS**

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

- (1) To maintain bid confidentiality and insure assignment to the proper bid, any such written request must be contained in a sealed envelope that is plainly marked "Modification of bid on (Project Title and bid date)."
- (2) Telegrams or facsimile (FAX) transmission must be received in written form prior to the bid opening time. Since telegrams or facsimiles cannot be marked as in item (1), the modification or correction instruction should be written to protect the confidential nature of the bid. Modification or correction shall be from bid previously submitted and not a new bid. For example, "Decrease the Base Bid amount by \$3,550", not "Change Base Bid to \$93,470". The telegram or facsimile must identify the project name and number and the bidder and their phone number.
- (3) All modifications to bids shall be provided from a verifiable source of those submitting the bid.

B. Bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid (base bid or any alternates included with the bid) for the period stated in the Bid Proposal after the closing time for the receipt of bids. Request to withdraw bid must be made prior to the time set for the receipt of bids and must be done in a verifiable manor. Request to withdraw must be made in sufficient time to allow for any verification that may be needed prior to the time set for the receipt of bids.

## **ARTICLE 13 – BID OPENING**

A. At the time fixed for opening of bids, their contents will be made public for the information of bidders and others interested who may be present either in person or by representative, or following the opening if requested.

## **ARTICLE 14 – AWARD OF AGREEMENT - REJECTION OF BIDS**

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

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

## **ARTICLE 15 – PERFORMANCE AND PAYMENT BOND**

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

B. The Form of Performance and Payment Bond included in Appendix B shall be furnished and the Agreement shall be executed and delivered by the successful bidder within ten (10) calendar days after the receipt by the successful bidder of Notice to Proceed by the Owner. All bonds shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by Agreement. Section 290.250 RSMo (2010).

## **ARTICLE 16 – TIME OF START AND COMPLETION**

A. The Contractor shall begin work within ten (10) calendar days after Notice to Proceed is received by them and shall fully complete their work within the time specified on their Bid Proposal. The contractor shall have executed all documents and completed all requirements, including submission of the Performance and Payment Bond prior to commencing the work.

## **ARTICLE 17 – SUBCONTRACTS**

A. The successful bidder shall furnish a complete list of the names of all the subcontractors, major material suppliers proposed for all parts of the work as follows. In addition, a follow up request may be made for a complete list of subcontractors of subcontractors. All this shall be provided to the owner as follows:



Within two (2) business hours after written notification by facsimile transmission to the Contractor from the Owner that the Contractor is the apparent low bidder, the Contractor shall provide in writing the names of all subcontractors specified with regard to work to be performed under the Agreement. Indicated on this notification will be the alternates (if any) the Owner anticipates accepting. If the Owner subsequently selects different alternates, the Contractor will be further notified in writing by facsimile transmission, and required within 24 hours thereafter to advise the Owner in writing of any change to the identified subcontractors. Failure to provide listing of subcontractors can result in disqualification of the bid, unless good cause acceptable to the Owner is demonstrated. Any subsequent change in subcontractors will require prior written approval of the Owner.

## **ARTICLE 18 – SEPARATE AGREEMENTS**

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

## **ARTICLE 19 – MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION**

A. For Agreements in amounts greater than or equal to one hundred thousand dollars (\$100,000), the following provisions shall apply:

- (1) MBE/WBE Percentage Goal: The bidder shall have as a goal subcontracting not less than ten percent (10%) MBE and five percent (5%) WBE of the awarded Agreement price for work to be performed.
- (2) Computation of MBE/WBE Percent Goal Participation: The total dollar value of the work granted to the MBE/WBE by the successful bidder is counted towards the applicable goal of the entire Agreement.
- (3) A bidder may count toward its MBE/WBE goal only expenditures to MBE/WBE(s) that perform a commercially useful function in the work of an Agreement. A MBE/WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work contract and carrying out its responsibilities by actually performing, managing and supervising the work involved.
- (4) A bidder may count toward its MBE/WBE goals expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
  - (a) The bidder may count its entire expenditure to a MBE/WBE manufacturer. A manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.
  - (b) The bidder may count sixty percent (60%) of its expenditures to MBE/WBE suppliers that are not manufacturers provided that the MBE/WBE supplier performs a commercially useful function, as defined above in the supply process.
- (5) A bidder may count towards his/her MBE/WBE goals that portion of the total dollar value granted to a certified joint venture equal to the percentage of the ownership and control of the MBE/WBE partner in the joint venture.

B. Certification by Bidder of MBE/WBE Subcontractors:

- (1) The bidder shall state and submit with his/her bid proposal, his/her proposed plan for the use of MBE/WBE subcontractors. The information requested in the MBE/WBE Compliance Evaluation Form for every MBE/WBE the bidder intends to use on the contract work will be completed, and submitted to the Supervisor prior to the awarding of the Agreement.
- (2) If the MBE/WBE subcontractor that the bidder proposes to use on the project is not certified, the bidder shall submit with his/her proposal the information requested in the MBE/WBE Eligibility Determination Form. The bidder may determine the status of certification by referring to the Minority/Women Business Enterprise Directory on file with the Office of Equal Opportunity in Jefferson City, Missouri. Additional information, clarifications, etc., regarding the listings in the Supervisory may be obtained by calling the Office of Equal Opportunity at (573) 751-8130 or on their website at <http://oa.mo.gov/oeo/>. Also, if the proposed subcontractor is certified as a MBE/WBE firm by the Federal Government, any other state of government agencies or any State of Missouri, City or County Government Agencies, the bidder shall so note and provide particulars.
- (3) If the MBE/WBE subcontractor that the bidder intends to use is a joint venture, and one (1) or more co-ventures is not certified as an MBE/WBE, the bidder shall submit with his/her proposal the information requested in the MBE/WBE Eligibility Determination Form for Joint Ventures.
- (4) Once an MBE/WBE is certified, the certification shall be effective for a period not to exceed five (5) years.

C. The following information is provided to assist bidders in obtaining certification of subcontractors as MBE/WBE(s):

- (1) The Owner shall use, but shall not be limited to the following standards in determining whether a firm is owned and controlled by one (1) or more minority/woman and is therefore eligible to be certified as an MBE/WBE.
  - (a) Bona fide membership in a minority group shall be established on the basis of the individual's claim that he or she is a member of such minority group and is so regarded by the particular minority community. However, the Owner is not required to accept this claim if he/she determines the claim to be invalid.
  - (b) An eligible MBE/WBE under these regulations shall be an independent business. The ownership and control by the minority/woman shall be real, substantial, and continuing and shall go beyond the pro forma ownership of the firm as reflected in its ownership documents. The minority/woman shall enjoy the customary incidents of ownership and shall go beyond the pro forma ownership of the firm as reflected in its ownership documents. The minority/woman shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurated with ownership interests, as demonstrated by examination of the substance rather than form of the arrangement. Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as an MBE/WBE. In determining whether a potential MBE/WBE is an independent business, the Owner shall consider all relevant factors, including the date the business was established, the adequacy of its resources for the work of the Agreement, and the degree to which financial, equipment leasing, and other relationships with non-minority firms vary from industry practice.
  - (c) The MBE/WBE owners shall also possess the power to direct or cause the direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy and operation. The

firm shall not be subject to any formal or informal restrictions which limit the customary discretion of the Minority/Woman Owner(s). There shall be no restriction through, for example, by law provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the Minority/Woman Owner(s) from making a business decision of the firm without the cooperation or vote of any owner who is not a minority/woman.

- (d) If the owners of the firm who are not minorities/women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities/women and shall not be considered MBE/WBE within the meaning of these regulations. Where the actual management of the firm is contracted out to individuals other than the owner, those persons who have the ultimate power to hire and fire the managers can, for the purposes of these regulations, be considered as controlling the business.
- (e) All securities which constitute ownership and/or control of a corporation for purposes of establishing it as a MBE/WBE under these regulations shall be held directly by minorities/women. No securities held in trust, or by any guardian for a minor, shall be considered as held by minorities/women in determining the ownership or control of a corporation.
- (f) The contributions of capital or expertise by the minorities/women to acquire their interests in the firm shall be real and substantial. Examples of insufficient contributions include a promise to contribute a capital, a note payable to the firm or its owners who are not minorities/women, or the mere participation as an employee rather than as a manager.
- (g) In addition to the standards set out in this section, the Owner shall give special consideration to the following circumstances in determining eligibility:
  - (2) A joint venture is eligible under these regulations if the minority/woman partner of the joint venture meets the standards for eligible minorities/women set forth above and the minority/woman partner is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control, management responsibilities, risks and profits of the joint venture.
  - (3) Once certified, an MBE/WBE shall update its submission annually. Anytime there is a change in ownership or control of the firm, the MBE/WBE shall update the previously filed information requested in the MBE/WBE Eligibility Determination Form.
  - (4) Failure of a certified MBE/WBE to update or submit this information shall disqualify the firm or individual from further participation as an MBE/WBE until such time that the information is filed by the firm or individual and approved by the Owner.
  - (5) If an appeal has been made and the owner has denied certification, that decision shall be final for that Agreement and other Agreements being let by the Owner at the time of the denial of certification. MBE/WBE and joint venture denied certification might correct deficiencies in their ownership and control and apply for certification only for future Agreements.

D. Waiver of MBE/WBE Participation:

- (1) The bidder is required to make a good faith effort to locate and contract with MBE/WBE(s). If a bidder has made a good faith effort to secure the required MBE/WBE(s) and has failed, he/she may submit the information requested in Application for MBE/WBE Participation Waiver. The Owner will review the bidder's actions as set forth in the Bidder's Application for Waiver, and any other factors deemed relevant by the Owner, to determine if a good faith effort has been made to meet the applicable percentage goal.

- (2) Bidders who demonstrate that they have made a good faith effort to include MBE/WBE participation will be awarded the Agreement regardless of the percent of MBE/WBE participation, provided the bid is otherwise acceptable.
- (3) In reaching his/her determination of good faith, the Owner may evaluate, but is not limited to, the following factors:
  - (a) Attendance at pre-bid meetings scheduled by the Supervisor to inform bidders and MBE/WBE(s) of contracting and subcontracting opportunities and responsibilities associated with MBE/WBE participation.
  - (b) Attempts by the bidder to advertise in general circulation trade association and minority focus media concerning subcontracting opportunities.
  - (c) Attempts to provide written notice to specific MBE/WBE(s) that their services were being solicited, in sufficient time to allow for their effective participation.
  - (d) Follow-up attempts by the bidder to the initial solicitation(s) to determine with certainty whether MBE/WBE(s) were interested.
  - (e) The extent to which the bidder divided work into projects suitable for subcontracting to MBE/WBE(s).
  - (f) Whether the bidder provided interested MBE/WBE(s) with sufficiently detailed information about the plans, specific actions and requirements about the Agreement.
  - (g) Efforts by the bidder to negotiate in good faith prior to the time the receipt of bids are due with MBE/WBE(s) for specific sub-bids. Documentation should include names, addresses, and telephone numbers of firms contacted, a description of all information provided the MBE/WBE(s), and an explanation as to why agreements were not reached.
  - (h) Reasons for rejecting MBE/WBE's proposal.
  - (i) The bidder's efforts to locate MBE/WBE(s) in becoming certified as such.
  - (j) The bidder's initiatives to encourage and develop MBE/WBE's.
  - (k) The efforts of the bidder to help MBE/WBE overcome any legal or other barriers impeding the participation of MBE/WBE(s) in the Agreement.
  - (l) The availability of MBE/WBE(s) and the adequacy of the bidder's efforts to increase the participation of such businesses provided by the persons and organizations consulted by the bidder.

E. The Supervisor reserves the right to provide bidders the opportunity to correct or amplify information concerning MBE/WBE goals. The additional information will be telephonically transmitted to the Office of Planning, Design & Construction within 48 hours of a phone request from the Supervisor. The telephonic information will be confirmed in writing. The written document must be postmarked no later than midnight of the second day following the telephonic request.

## **ARTICLE 20 – EMPLOYMENT OF UNAUTHORIZED ALIENS**

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

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

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

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

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

## ARTICLE 21 – OSHA REQUIRED SAFETY TRAINING MANDATE

### A. OSHA Program Requirements

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



## APPENDIX A – BID SUBMISSION FORMS

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Copies of these forms may be made but original signatures must be on the forms submitted to Planning, Design & Construction at the time of the submission of the bid. Forms can be accessed and filled out electronically from our website at [www.design.missouristate.edu](http://www.design.missouristate.edu).

Bid Proposal

Statement of Qualifications

Certificate for Affirmative Action

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

MBE/WBE Compliance Evaluation Form  
For Projects of \$100,000 or more

MBE/WBE Eligibility Determination Form  
For Projects of \$100,000 or more

MBE/WBE Eligibility Determination Form for Joint Ventures  
For Projects of \$100,000 or more

MBE/WBE Application for Waiver  
For Projects of \$100,000 or more

Request for Substitution

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## BID PROPOSAL – SET COMPLETION DATE

1. The undersigned, having examined and being familiar with the local conditions affecting the construction of the work and with the Contract Documents as issued by the Office of Planning, Design & Construction, Missouri State University hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion, in a workmanlike manner, of all work for **Reinforce Tower, KOZK**, Missouri State University, Fordland, Missouri, all in accordance with the aforementioned documents for:

Base Bid:

The sum of **Seven Hundred Sixty-Four Thousand Dollars & 0/100** Dollars (\$ **764,000.00**).

2. The undersigned shall fully complete the work by **August 31, 2018**.

3. If this project should not reach final completion within the time noted above, the undersigned shall pay to, or allow Missouri State University as liquidated damages, the sum of \$1000.00 for each day thereafter, Sundays and holidays included, that the work remains uncompleted.

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

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

Dated this 24th day of November, 2017.

Steve Lemay LLC  
Name of Organization

Wade Lawyer  
By (Type or Print)

Project Manager  
Title

\_\_\_\_\_  
Signature

Bidder acknowledged receipt of the following addenda:

Addendum No. 1, Dated 11/16/2017;      Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_;      Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_.

## STATEMENT OF QUALIFICATIONS

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Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made part of each bid document and contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's Proposal. Submit one (1) copy of this statement.

1. Company name Steve Lemay LLC
2. Federal I.D. Number 46-4600608 DUNS Number 079277819
3. Business address PO Box 2554 Stanwood, WA Zip Code 98292
4. Phone number 360-435-5117 Fax number \_\_\_\_\_  
Email Address Aly.Powers@SteveLemayLLC.net
5. When organized Feb 2014 Incorporated? yes
6. Date of Incorporation 2/10/2014 State of Incorporation Washington  
If not incorporated in Missouri, give certificate of authority to do business in Missouri:  
Certificate No. FL001422053 Date November 15, 2017
7. President's Name Steve Lemay Vice-President's Name \_\_\_\_\_  
Secretary's Name \_\_\_\_\_ Treasurer's Name \_\_\_\_\_
8. If a partnership, names and addresses of all partners and indicate whether general or limited partners:  
N/A
9. Number of years in business 3 3/4 yrs. If not under present firm name, list previous firm names and types of organization.
10. List of major equipment owned by the company.  
Cessco Double Drum Winch  
Hydradyne HHHP-50 Tower Winch  
(double-drum)
11. Experience in the construction of work generally similar to this project including list of structures, location and the approximate contract cost thereof.

Our Supervisors and core crew members have from 10-20 years, all in "Tall Tower" major modifications, erections, guys wire change outs & anything associated with tall towers.

Past:

- 1034' guyed tower member modification guy wire replacement in Charleston, SC \$546,000.00 Feb 2017
- Steve Lemay (right before he started company, Supervised (2) new 1500' towers in India

12. List contracts on hand and important projects completed in the last five years on a type similar to the work now bid, including approximate cost.

Project & Address	Owner	Owner's Representative	Architect	Amount of Contract	Date or % Completed
US Navy Guy Replacement. - (Cutler, MN)	Shape Const	Mark Erikson	US Navy	\$449,437.00	Sep 2017
IBB Guy Replmt. - Tinian (Marshall Isle)	IBB	Richard Cai	IBB	\$593,000.00	Feb 2017
1087' Mod/ Guy Replmt (Pierre, SD)	TCI	Ron Dozsa	TCI	\$84,300.00	Sep 2016
500' Major Mod (KIRO Seattle)	InSite	Tony Flores	TEC	\$435,000	start in Dec '17

13. Have you ever failed to complete any work awarded to your company? No  
If so, where and why? \_\_\_\_\_

14. Have you ever defaulted on a contract? No  
If so, explain \_\_\_\_\_

15. (a) Is 51% or more of your company owned by a minority? Yes \_\_\_\_\_ No X  
(b) Is 51% or more of your company owned by a woman? Yes X No \_\_\_\_\_

16. Have any administrative or legal proceedings been started against you alleging violation of any wage or hour regulations or laws? (If yes, give details.)  
No

17. List banking references.

Bank of America - Lori Edmonds 360-325-0938  
Peoples Bank - Sharon Butler 360-354-7245

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

Dated at \_\_\_\_\_ this 10th day of November 20 17.

Steve Lemay LLC  
Name of Organization

Alyson Powers  
By

Office Manager / Bookkeeper  
Title

\_\_\_\_\_  
Signature

## CERTIFICATE FOR AFFIRMATIVE ACTION

State of Texas

County of Denton

Wade Lawyer first being duly sworn on his/her oath states: that he/she is the  
(sole proprietor, partner, or officer) of Steve Lemay LLC (hereinafter  
"Contractor"), and such Contractor is duly authorized to make this affidavit on behalf of said Contractor;  
that under the contract known as " Reinforce Tower - KOZK "  
Project No. 180830-025 less than 50 persons in the aggregate will be employed and  
therefore, the applicable Affirmative Action requirements as set forth in the General Conditions of  
Missouri State University have been met (if applicable).

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

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

\_\_\_\_\_  
*Signature*

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Notary Public*



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

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

of \_\_\_\_\_ personally came and appeared Wade Lawyer,  
(Name)

Project Manager of the Steve Lemay LLC  
(Position) (Name of Company)

a (corporation) (partnership) (proprietorship) in carrying out the contract and work in connection with  
Reinforce Tower - KOZK  
(Name of Project)

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

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

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

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

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**MBE/WBE COMPLIANCE EVALUATION FORM**  
**(For Agreements of \$100,000 or More)**

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This form is to be completed by bidders and submitted to the Director of the Planning, Design & Construction prior to the awarding of the construction contract.

The undersigned submits the following data with respect to this firm's assurance to meet the Owner's goal for MBE/WBE participation.

1. Project: \_\_\_\_\_
2. Name of General Contractor \_\_\_\_\_
3. Name of MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Type of Business: \_\_\_\_\_ Officer: \_\_\_\_\_
4. Describe the subcontract work to be performed. (List Base Bid work and any Alternate work separately): Base Bid \_\_\_\_\_  
Alternate(s), (identify separately): \_\_\_\_\_
5. Dollar amount of contract to be subcontracted to the MBE/WBE Firm:  
Base Bid: \$ \_\_\_\_\_ Alternate(s), (identify separately): \$ \_\_\_\_\_  
\_\_\_\_\_
6. Is the proposed subcontractor listed in the Minority/Women Business Enterprise Directory maintained by the Office of Equal Opportunity, State of Missouri?  
  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
Is the proposed subcontractor certified as a MBE/WBE firm by any of the following: federal government agencies, state agencies, State of Missouri city or county government agencies?  
  
Yes \_\_\_\_\_ No \_\_\_\_\_  
  
If yes, provide details: \_\_\_\_\_  
If the answer is no to both questions above, please attach the information requested in the MBE/WBE Eligibility Determination Form.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**MBE/WBE ELIGIBILITY DETERMINATION FORM**  
**(For Agreements of \$100,000 or More)**

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1. Name of firm \_\_\_\_\_
2. Address of \_\_\_\_\_
3. Phone Number of firm \_\_\_\_\_
4. Indicate whether firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify) \_\_\_\_\_
5. Nature of firm's business \_\_\_\_\_
6. Number of years firm has been in business \_\_\_\_\_
7. Ownership of firm: Identify those who own 5 percent or more of the firm's ownership. Columns "e" and "f" need be filled out only if the firm is less than 100 percent minority-owned.

a	b	c	d	e	f
Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
_____					
_____					
_____					
_____					
_____					

For firms less than 100 percent minority/woman-owned, list the contributors of money, equipment, real estate, or expertise of each of the owners.

8. Control of firm: (a) Identify by name, race, sex, and title of those individuals (including owners and non-owners) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
  - (1) Financial decisions \_\_\_\_\_
  - (2) Management decisions, such as:
    - a. Estimating \_\_\_\_\_
    - b. Marketing and sales \_\_\_\_\_
    - c. Hiring and firing of management personnel \_\_\_\_\_
    - d. Purchase of field operations \_\_\_\_\_
  - (3) Supervision of field operations \_\_\_\_\_

9. For each of those listed in question 8, provide a brief summary of the person's experience and number of years with the firm, indicating the person's qualifications for the responsibilities given him or her.
10. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties which restrict ownership or control of minority owners.
11. Identify any owner (see Item 7) or management official (see Item 8) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships include shared space, equipment, financing, or employees as well as both firms having some of the same owners.
12. What are the gross receipts of the firm for each of the last two years?  
Year ending \_\_\_\_\_ \$ \_\_\_\_\_  
Year ending \_\_\_\_\_ \$ \_\_\_\_\_
13. Name, address, and telephone number of bonding company, if any:  
\_\_\_\_\_  
Bonding limits: \_\_\_\_\_  
Source of letters of credit, if any: \_\_\_\_\_
14. Are you authorized to do business in the State of Missouri as well as locally, including all necessary business licenses? Yes \_\_\_\_\_ No \_\_\_\_\_
15. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as an MBE and describe the circumstances. Indicate the name of the certifying authority and the day of such certification or denial.

Affidavit

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of (name of firm) \_\_\_\_\_ as well as the ownership thereof.

Further, the undersigned agrees to provide through the prime contractor or directly to the Owner current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

Note - If, after filing this information and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the Owner of the change either through the prime contractor or directly.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me appeared (name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her own free act and deed.

(Seal)

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_



**MBE/WBE ELIGIBILITY DETERMINATION FORM FOR JOINT VENTURES**  
**(For Agreements of \$100,000 or More)**

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This form does not need to be filled in if each of the firms in the joint venture is minority/woman-owned.

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone Number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture. (The MBE partner must complete the MBE/WBE Eligibility Determination Form.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(a) Describe the role of the MBE firm in the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Describe very briefly the experience and business qualifications of each non-MBE coventurer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Nature of the joint venture \_\_\_\_\_
6. What is the claimed percentage of MBE ownership? \_\_\_\_\_
7. Ownership of joint venture. Attach a copy of the joint venture agreement. (The following need not be filled in if described in the joint venture agreement.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(a) Describe the profit and loss sharing of the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Description of capital contributions, including equipment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Description of other applicable ownership interests.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Control and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(1) Financial decisions \_\_\_\_\_

(2) Management decisions, such as:

a. Estimating \_\_\_\_\_

b. Marketing and sales \_\_\_\_\_

c. Hiring and firing of management personnel \_\_\_\_\_

d. Purchase of major items or supplies \_\_\_\_\_

**Affidavit**

*"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide through the Owner current, complete and accurate information regarding actual joint venture arrangements and to permit the audit and examination of books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the Owner. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."*

Note - If, after filing this information and before the completion of the joint venture's work on the contract covered by this regulation there is any significant change in the information submitted, the joint venture must inform the Owner of the change either directly or through the prime contractor.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Joint Venture Firm \_\_\_\_\_ Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me appeared (name) \_\_\_\_\_ to  
me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or  
she was properly authorized by (name of firm) \_\_\_\_\_ to execute the  
affidavit and did so as his or her own free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_  
(seal)

Joint Venture Firm \_\_\_\_\_ Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me appeared (name) \_\_\_\_\_ to  
me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or  
she was properly authorized by (name of firm) \_\_\_\_\_ to execute the  
affidavit and did so as his or her own free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_  
(seal)

## **MBE/WBE APPLICATION FOR WAIVER FORM**

### **(For Agreements of \$100,000 or More)**

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This form is to be completed when appropriate and submitted to the Supervisor of Planning, Design & Construction. Firms wishing to be considered for award are required to demonstrate that a good faith effort has been made to include minority/woman-owned enterprises as subcontractors. This form will be used to evaluate the extent to which a good faith effort has been made.

1. List pre-bid conferences your firm attended where MBE/WBE requirements were discussed.

**We had an initial phone conference call {Steve Lemay (owner) and myself, Wade Lawyer (PM)} to discuss any ideas to fill the MBE/WBE portion of this Solicitation on Nov 8th.**

2. Identify advertising efforts undertaken by your firm which were intended to recruit potential minority/women subcontractors for various aspects of this project. Provide names of newspapers, dates of advertisements and copies of ads that were run.

**No advertisements or ads were run, as we feel that would not be prudent in our line of work - as tall tower steel and guy wire modification specialists, as far as safety goes. Tall tower companies are a small group. I have been in it for 25 yrs; no need to advertise.**

3. Note specific efforts to contact in writing those MBE/WBE capable of and likely to participate as subcontractors for this project.

**We contacted the one company we have communicated with before on this topic, that is both MBE/WBE. We sent her the details of the Solicitation and SOW. Steve Lemay made first call, then I began talking/emailing back and forth, brainstorming, etc. (between Nov 9 - Nov 15)**

4. Describe steps taken by your firm to divide work into areas in which MBE/WBE would be capable of performing.

**Engineering: No need; TCI tasked**

**Fabrication: Same**

**Labor: This was our only opportunity & we felt they not qualified on Tall Towers & that it would compromise the safety of the project.**

5. What efforts were taken to negotiate with prospective MBE/WBEs for specific sub-bids? Include the names, addresses and telephone numbers of MBE/WBEs contacted, a description of the information given to MBE/WBEs regarding the plans and specifications for the assigned work, and a statement as to why additional agreements were not made with MBE/WBEs.

**Kelina Wong  
DuKe Design Build LLC  
425.221.8835**

**Solicitation requirements & TCI drawings sent to Kelina. She recommended 2 employees to assist on the tower. It was our decision that we wait for a smaller venture, with less rigging difficulty**

6. List reasons for rejecting a MBE/WBE which has been contacted.

**If this tower would have been less than 100' and the SOW would have been less critical, in a degree of difficulty manner (as far as tasks in this industry goes), we would have felt it a good decision to use labor from a company that we have not worked with before. Guy wire changes require familiarity in coworkers.**

7. Describe efforts your firm may have taken to assist a MBE/WBE in overcoming legal or other requirements which may have to be met.

**I have met, in my opinion, a very good contact, not only MBE/WBE, but as a colleague or counterpart and look forward to joining forces with her in future ventures. We will need to start off on a more simple set of tasks to start the relationship though. That is strictly our take. I decided this after learning the what jobs they do (much smaller)**

8. Describe follow-up contacts with MBE/WBEs made by your firm after the initial solicitation.

**Communicated by email and phone for 7 days**

9. Describe the efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about the plans, specifications and requirements of the contract.

**Sent the entire drawing package for this project and the pertinent excerpts in the manual regarding MBE/WBE**

10. Describe your firm's efforts to locate MBE/WBEs not on the directory list and assist MBE/WBEs in becoming certified as such.

**Only made contact with the one known MBE/WBE**

Based on the above stated good faith efforts made to locate and supply MBE/WBEs, the bidder hereby requests that the MBE/WBE percentage goal set by this regulation be waived and that the percentage goal for this project be set at 0 percent.

The undersigned hereby certifies, having read the answers contained in the foregoing Application for Waiver, that they are true and correct to the best of his/her knowledge, information and belief.

Steve Lemay LLC

\_\_\_\_\_  
Name of Organization

Wade Lawyer

\_\_\_\_\_  
By

Project Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



## REQUEST FOR SUBSTITUTION

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CHECK THE APPROPRIATE BOX:

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

**Project Name:** \_\_\_\_\_

**Project Number** (Number as shown on the plans): \_\_\_\_\_

**Consultant Name:** \_\_\_\_\_

**Bidder/Contractor requesting substitution:** \_\_\_\_\_

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

---

**Specified Product, material, equipment, or system:** \_\_\_\_\_

**Specification Section Number:** \_\_\_\_\_ **Drawing Sheet No:** \_\_\_\_\_

**Proposed Substitution:** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Firm:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

## **GENERAL CONDITIONS**

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### **DEFINITIONS**

#### **ARTICLE 1 – DEFINITIONS**

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

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

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

C. "Bidder" means an individual, firm, association or corporation submitting a bid proposal for the Work contemplated.

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

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

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

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

H. "Debarment Official" shall mean the Vice President for Administrative & Information Services or appointed representative of Missouri State University, Springfield, Missouri

I. "Director" shall mean the Director of Planning, Design & Construction or appointed representative of Missouri State University, Springfield, Missouri.

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

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

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

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

N. "Owner" shall mean the Board of Governors, Missouri State University, acting by and through its duly authorized representatives in the department of Planning, Design & Construction.

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

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

Q. "Provide" shall mean furnish and install.

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

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

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

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

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

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

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

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

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

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

## **GENERAL PROVISIONS**

### **ARTICLE 2 – STATUTORY PREFERENCE**

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

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

### **ARTICLE 3 – 'ANTI-KICK BACK'**

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

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

### **ARTICLE 4 – TRANSIENT EMPLOYERS**

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

### **ARTICLE 5 – UNIVERSITY NON-DISCRIMINATION STATEMENT**

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

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

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

## **ARTICLE 6 – CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

## **ARTICLE 7 – OWNERSHIP OF DRAWINGS**

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

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

## **ARTICLE 8 – DRAWINGS, DETAILS, AND INSTRUCTIONS**

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

## **ARTICLE 9 – DEBARMENT**

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

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

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



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

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

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

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

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

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

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

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

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

H. The Debarment Officials decision shall be final.

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

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

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

## **ARTICLE 10 – ACCESS TO RECORDS AND REPORTS**

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

## **ADMINISTRATION OF THE AGREEMENT**

### **ARTICLE 11 – COMMUNICATIONS**

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

### **ARTICLE 12 – RIGHTS AND RESPONSIBILITIES OF CONSULTANT**

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

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

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

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

## **ARTICLE 13 – CONTRACTOR PERFORMANCE EVALUATION**

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

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

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

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

## **ARTICLE 14 – CLAIMS AND DISPUTES**

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

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

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

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

- (1) The position of Consultant is vacant,

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

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

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

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

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

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

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

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

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

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

## ARTICLE 15 – RESOLUTION OF CLAIMS AND DISPUTES

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

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

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

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

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

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

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

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



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

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

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

## **CONTRACTORS EXECUTION AND SUPERVISION**

### **ARTICLE 16 – PREVAILING WAGE**

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

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

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

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

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

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

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

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

## ARTICLE 17 – MBE/WBE REQUIREMENTS

*For agreements in an amount greater than or equal to one hundred thousand dollars (\$100,000.00), the following provisions shall apply:*

A. The Contractor is bound to subcontracting not less than the percent indicated in the awarded contract to MBE/WBE(s).

B. If the Contractor fails to meet or maintain stated percent, he/she must satisfactorily explain to the Director why the requirement cannot be achieved and why meeting the requirement was beyond the Contractor's control.

C. If the Director finds the Contractor's explanation unsatisfactory, the Director will notify the Commissioner. The Commissioner may take any appropriate action including, but not limited to:

- (1) Declaring the Contractor ineligible to participate in any state contracts administered through the Office of Administration for a period not to exceed six (6) months; and

(2) Directing that the Contractor be declared in breach of the Agreement.

D. If a MBE/WBE is replaced during the course of the Agreement, the Contractor shall make a good faith effort to replace it with another MBE/WBE. All substitutions shall be approved by the Director.

E. The Contractor shall provide the Director with regular reports on its progress in meeting its MBE/WBE obligations. As a minimum, the dollar-value of work completed by each MBE/WBE Subcontractor during the preceding month and as a cumulative total shall be reported with each monthly application for payment. A final report shall include the total dollar-value of work completed by each minority Subcontractor during the total Agreement.

## **ARTICLE 18 – NONDISCRIMINATION IN EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- (2) The identification of a person designated to handle affirmative action;
- (3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;

- (4) The exclusion of discrimination from all collective bargaining agreements; and
- (5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

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

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

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

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

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



## ARTICLE 19 – BOND

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

## ARTICLE 20 – CONTRACTOR'S INSURANCE

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

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

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

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

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

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

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

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

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

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

- (1) The insurance as required herein shall name as insureds the Owner, Contractor and all Subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to Owner.
- (2) The insurance as required herein shall cover the entire Work, including reasonable compensation for Consultant's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site but indebted for use at the site, and shall also cover portions of the Work in transit, including ocean transit. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The policy shall also contain an endorsement to include permission for partial occupancy.
- (3) The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, frost, water damage, windstorm and freezing.
- (4) If there are any deductibles applicable to the insurance required herein, Contractor shall pay any part of any loss not covered because of the operation of such deductibles.
- (5) The insurance as required herein shall be maintained in effect until the earliest of the following dates:
  - (a) The date which all persons and organizations who are insured under the policy agree in writing that it shall be terminated;
  - (b) The date on which final payment of this Contract has been made by Owner to Contractor; or
  - (c) The date on which the insurable interests in the property of all insureds other than the Owner have ceased.

- (6) The Owner and Contractor waive all rights against (1) each other and any of their subcontracts of any tier, suppliers, agents and employees, each of the other, (2) the Consultant and Consultant's consultants, and (3) separate Contractors described in the Separate Contracts Article, if any, and any of their Subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Consultant, Consultant's consultants, separate Contractors described in the Separate Contracts Article, if any, and the Subcontractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.
- (7) A loss insured under Contractor's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to the requirements of the Contract Documents. At its option, Owner may instead allow the proceeds to be placed in escrow or with an independent adjuster. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, any appropriate agreements, written where legally required for validity, shall require Subcontractors of any tier to make payments to their Sub-subcontracts in similar manner.

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

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

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

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

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

## ARTICLE 21 – INDEMNIFICATION

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

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

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

## ARTICLE 22 – ROYALTIES AND PATENTS

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

## **ARTICLE 23 – TAXES**

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

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

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

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

## **ARTICLE 24 – SURVEYS, PERMITS, AND REGULATIONS**

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

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

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

## **ARTICLE 25 – SUPERINTENDENCE**

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



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

## **ARTICLE 26 – MEASUREMENTS**

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

## **ARTICLE 27 – MATERIALS AND WORKMANSHIP**

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

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

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

## **ARTICLE 28 – MATERIALS, EQUIPMENT, AND LABOR**

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

## **ARTICLE 29 – UNIVERSITY REGULATIONS**

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

- (1) No intoxicating beverages shall be carried or consumed on University property.
- (2) No narcotics shall be carried or used on University property.
- (3) No firearms shall be allowed on University property.
- (4) The use of vulgar or obscene language on University property is prohibited.
- (5) Smoking or use of tobacco products (including cigarettes, smokeless tobacco, cigars, pipes, and other tobacco products) is prohibited on University property. Refer to the tobacco free website at [www.missouristate.edu/tobacco](http://www.missouristate.edu/tobacco) for more information and for designated smoking areas around the perimeter of campus.

- (6) The Contractor's storage and work areas shall be tightly secured during non-working hours.
- (7) The University will not be responsible for the Contractor's tools, equipment, or materials.
- (8) The use of campus waste receptacles and dumpsters is prohibited. In case of dispute, the Owner may cause the removal of any rubbish and charge the cost to the Contractor(s).
- (9) The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.
- (10) The Contractor shall, at all times, enforce strict discipline and good order among their employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
- (11) All areas within the limits of the construction site shall be maintained in a clean and orderly manner.

#### **ARTICLE 30 – KEY POLICY**

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

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

#### **ARTICLE 31 – PARKING POLICY**

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

#### **ARTICLE 32 – PROJECT SITE MAINTENANCE**

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

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

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

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

### **ARTICLE 33 – PROTECTION OF WORK AND PROPERTY**

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

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

### **ARTICLE 34 – CUTTING, PATCHING, AND DIGGING**

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

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

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

### **ARTICLE 35 – UTILITIES**

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

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

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

## ARTICLE 36 – INSPECTION OF WORK

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

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

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

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

## ARTICLE 37 – CORRECTION OF WORK

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

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

## ARTICLE 38 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

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

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

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

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

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

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

- (1) That the Contractor has determined and verified field measurements and field construction criteria related to the submitted item(s).



- (2) That the Contractor is responsible for the correctness and accuracy of the dimensions, measurements, and other information contained in the Submittal.
- (3) That the submitted items are fit for their intended use.
- (4) That the fabrication, shipping, handling, storage, assembly and installation of all materials, systems and equipment are in accordance with best practices in the industry and are in strict compliance with any applicable requirements of the Contract Documents.
- (5) That the Contractor is responsible for coordination of each Submittal with other Submittals and has checked and coordinated the information contained within such Submittals with the all Work required by the Contract Documents.

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

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

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

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

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

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

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

## **ARTICLE 39 – OPERATION AND MAINTENANCE MANUALS**

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

- (1) Operation Data:
  - (a) Emergency Instructions and procedures.

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

(2) Maintenance Data:

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

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

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

- (2) Electronic copies shall include a table of contents that matches the printed copy. Each item in the table of contents shall be linked to the appropriate material within the body of the manual.
- (3) A coversheet shall be provided for both the electronic copy and any printed copies of the Operation and Maintenance manuals and shall include the following information:
  - (a) The printed title "OPERATION AND MAINTENANCE MANUAL".
  - (b) The project title and location as listed on the Contract Documents.
  - (c) The Owner's project number as listed on the Contract Documents.
  - (d) The name of the Contractor and their contact information.
  - (e) For printed copies, if multiple volumes are required the following additional information shall be provided:
    1. The volume number
    2. The subject matter included in the volume (e.g. Architectural, Plumbing, Fire Protection, Mechanical, Electrical, etc. A more detailed breakdown of the subject matter may be provided as appropriate. For example; Finishes, Doors and Hardware, Elevator, Audio/Visual Systems, Lighting Control, etc.)

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

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

#### ARTICLE 40 – RECORD DRAWINGS

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

- (1) Mark Record Drawings to show where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, Subcontractor, or similar entity, to prepare the marked-up Record Drawings
  - (a) Record changes to existing conditions or existing conditions found to be different from those shown on the original drawings.
  - (b) Information indicated on Record Drawings shall include, but not necessarily be limited to, the actual installed position of equipment, piping, conduit, light switches, electric fixtures, ducts, dampers, access panels, control valves, drains, openings, and stub outs.
  - (c) Indicate actual circuiting of lighting fixtures, receptacles, and other electrical devices and equipment.

- (d) Update the project finish schedule to include detailed information of actual finishes selected and installed including, but not necessarily limited to, paint colors, plastic laminate selections, floor coverings, wall coverings, ceiling systems, etc.
  - (e) Include other information as reasonably requested by either the Owner or the Consultant
  - (f) Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
  - (g) Accurately record information in an understandable drawing technique.
  - (h) Provide photo documentation where it might provide a better understanding of as-built conditions.
  - (i) Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- (2) Mark record sets with erasable colored pencil to provide contrast between recorded information and original prints. Use other differing colors as required to distinguish between changes for different categories of the Work at the same location.
  - (3) Mark important additional information that was either shown schematically or omitted from original Drawings.
  - (4) Include changes to the Work incorporated into the project by Addendum, Construction Change Directive, Change Order, etc.
  - (5) Clearly mark alternates that were accepted and incorporated into the Work and indicate alternates not accepted by prominently noting as such.
  - (6) Include additional information on Record Drawings as required by individual specification sections included in the Project Manual.
  - (7) Identify and date each Record Drawing; include the designation "RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set. Include identification on cover sheets.

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

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

## **SUBCONTRACTORS**

### **ARTICLE 41 – SUBCONTRACTS**

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

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

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

#### **ARTICLE 42 – ASSIGNMENT**

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

#### **WORK BY OWNER OR SEPARATE AGREEMENTS**

#### **ARTICLE 43 – SEPARATE AGREEMENTS**

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

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

#### **ARTICLE 44 – MUTUAL RESPONSIBILITY OF THE CONTRACTORS**

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

#### **SCHEDULE AND PROGRESS OF THE WORK**

#### **ARTICLE 45 – CONTRACTOR'S CONSTRUCTION SCHEDULE**

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

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



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

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

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

#### **ARTICLE 46 – REVIEW OF WORK**

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

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

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

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

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

#### **CHANGES IN THE WORK**

#### **ARTICLE 47 – CHANGES AND ALTERATIONS**

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

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

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

#### **ARTICLE 48 – CHANGE ORDERS**

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

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

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

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

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

#### **PAYMENTS AND COMPLETION**

#### **ARTICLE 49 – PAYMENT TO THE CONTRACTOR**

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

B. When a Consultant is involved, the General Contractor shall submit three (3) original applications directly to the Consultant. At the same time, the Contractor shall provide a copy of the transmittal used to send the pay applications to the Consultant to the Office of Planning, Design & Construction, Missouri State University, ATTN: Contract Compliance Manager, along with a copy of the payment application, all lien waivers, and all payroll information. Lien waivers and payroll information does not need to go to the Consultant.

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

## **ARTICLE 50 – STORED MATERIALS**

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

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

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

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

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

## **ARTICLE 51 – PAYMENTS WITHHELD**

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

- (1) Defective work not remedied or damaged work
- (2) Failure to supply sufficient skilled workers or suitable materials.
- (3) Failure of the Contractor to make payment properly to Subcontractors or for material or labor.
- (4) Claims filed or reasonable evidence indicating probable filing of claims.
- (5) A reasonable doubt that the Work cannot be completed for the unpaid balance of the contract sum.

- (6) Damage to the Owner or another Contractor.
- (7) A reasonable doubt that the Work will not be completed within the contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
- (8) Repeated failure to carry out the Work in accordance with the Contract Documents.
- (9) Failure to submit documents as requested in accordance with the Contract Documents.
- (10) Other reasons as permitted by Missouri law.

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

#### **ARTICLE 52 – RELEASES**

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

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

#### **ARTICLE 53 – ACCEPTANCE AND FINAL PAYMENT**

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

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

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

- (1) Operation and maintenance manuals (Article 39 – Operation and Maintenance Manuals)
- (2) Warranties (Article 39 – Operation and Maintenance Manuals)
- (3) Operating and Training Instructions as required by the Contract Documents.
- (4) Testing and Balancing Reports as required by the Contract Documents.
- (5) Final Cleaning (Article 32 – Project Site Maintenance)
- (6) Request for Final Inspection (Article 36 – Inspection of Work)

- (7) Completion of Punch List (Article 54 – Prosecution and Completion of the Work)
- (8) Record Drawings (Article 40 – Record Drawings)
- (9) Properly executed final lien waivers or releases from all persons supplying material or services for the Work described in the Contract Documents. (Article 52 – Releases)
- (10) An Affidavit for Compliance with Prevailing Wage Law, in the form as attached following the General Conditions in Appendix B, properly executed by each Subcontractor and the Contractor, (Article 16 – Prevailing Wage)
- (11) Certified copies of all payrolls, consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual, of the Contractor and all Subcontractors working on the project. (Article 16 – Prevailing Wage)
- (12) Keys checked out thru Key Control or Residence Life for any purpose shall be returned and verification of such shall be made. (Article 30 – Key Policy)
- (13) Spare parts and/or attic stock as required by Contract Documents and proof of delivery.
- (14) Change orders (Article 48 – Change Orders)
- (15) Final payment application and supporting documentation (Article 49 – Payment to the Contractor)
- (16) All other items as required by the Contract Documents.

#### **ARTICLE 54 – PROSECUTION AND COMPLETION OF THE WORK**

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

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

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



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

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

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

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

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

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

#### **ARTICLE 55 – GENERAL GUARANTEE**

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

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

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

## **TERMINATION OF THE AGREEMENT**

### **ARTICLE 56 – OWNER'S RIGHT TO TERMINATE AGREEMENT**

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

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

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## **APPENDIX B – CONTRACTING FORMS**

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Copies of these forms may be made but original information along with **original signatures** need to be on the forms submitted to Planning, Design & Construction unless otherwise noted. Forms can be accessed and filled out electronically from our website at [www.design.missouristate.edu](http://www.design.missouristate.edu)

Form of Agreement

Form of Performance and Payment Bond

Construction Parking Permit Application

Request for Utility Locate

Request for Utility Interruption

Request for Inspection

Missouri Dept. of Labor and Industrial Relations Contractor Payroll Form

Affidavit for Compliance with the Prevailing Wage Law

Final Waiver of Lien

Contractor Closeout Checklist

Form of Contractor Performance Evaluation

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## FORM OF AGREEMENT

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

ARTICLE 1 - Scope of the Work - The Contractor shall do all of the work and furnish all of the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the project shown on the drawing and described in the specifications entitled \_\_\_\_\_ in full compliance with the Contract Documents, including the drawings and printed or written matter explanatory thereof.

ARTICLE 2 - Commencement and Completion - Contractor shall commence the work to be performed hereunder within ten (10) days following receipt of written order from the Owner notifying Contractor to commence work. The work shall continue without unnecessary delay and shall be completed acceptable to the Owner by \_\_\_\_\_.

ARTICLE 3 - Damages - If the Contractor shall fail to complete the work within the time specified herein, which the parties specifically agree to be reasonable under the circumstances, the Contractor shall pay to the Owner, and hereby authorizes to be deducted from the contract price, as liquidated damages, the sum of \_\_\_\_\_ per day for each consecutive calendar day thereafter, as provided in the General Conditions.

ARTICLE 4 - Payment - In full payment of all work to be performed and all materials to be supplied hereunder, the Owner shall pay to the Contractor the total sum of \_\_\_\_\_ (\$\_\_\_\_\_) to be paid according to the schedule contained in the Specification General Conditions.

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

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EXECUTED IN DUPLICATE THE DATE AND YEAR FIRST ABOVE MENTIONED

THE BOARD OF GOVERNORS FOR THE  
MISSOURI STATE UNIVERSITY

---

UNIVERSITY ARCHITECT AND DIRECTOR,  
PLANNING, DESIGN & CONSTRUCTION

---

DATE

---

CONTRACTOR

---

TITLE

---

DATE

**FORM OF PERFORMANCE AND PAYMENT BOND****Bond No.:** \_\_\_\_\_

(To be made payable to the Board of Governors in care of the Office of Planning, Design & Construction)

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

\_\_\_\_\_  
(Project Title)

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

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



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

AS APPLICABLE:

A. An Individual

\_\_\_\_\_  
(Signature)

B. A Partnership

\_\_\_\_\_  
(Signature) Partner

\_\_\_\_\_  
(Signature) Partner

C. Corporation

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Signature) President

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
(Surety Signature)

\_\_\_\_\_  
Attorney-in-fact

Note: Surety shall attach  
Power of Attorney

## CONSTRUCTION PARKING PERMIT APPLICATION

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Form to be filled out by the contractor requesting parking permits and then given to the Office of Planning, Design & Construction 2 working days before parking permits are needed. This form may be faxed to the Office of Planning, Design & Construction at 417-836-6884.

**Project Name:** \_\_\_\_\_

**Project Number** (Number as shown on the plans): \_\_\_\_\_

**Construction Firm:** \_\_\_\_\_

**Contractor's Representative (Name):** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Number of Permits being requested:** \_\_\_\_\_

**Beginning date of project:** \_\_\_\_\_

**Ending Date of Project:** \_\_\_\_\_

Is construction area to be fenced off? \_\_\_\_\_

Will construction parking be within fenced area? \_\_\_\_\_

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

OFFICE USE ONLY: DO NOT WRITE IN SPACE BELOW

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### Planning, Design & Construction

Parking Lot Location/No: \_\_\_\_\_ No. of Permits Allowed: \_\_\_\_\_

Request authorized by (Print Name): \_\_\_\_\_

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

.....

Number of Parking Permits Issued: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Parking Permit Numbers Issued: \_\_\_\_\_

cc: Safety & Transportation

## REQUEST FOR UTILITY LOCATE

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

Upon completion of this form, deliver either in person or by fax (fax number: 417-836-6884) to Planning, Design & Construction at the Burgess House. Incomplete submissions will be returned without action.

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

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Nearest Building: \_\_\_\_\_ Campus: \_\_\_\_\_  
Nearest  
Building Address: \_\_\_\_\_  
For building addresses see <http://design.missouristate.edu/UniversityServices/CampusAddresses/default.htm>  
Date Submitted: \_\_\_\_\_ Date utilities are to be marked: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contractor's  
Representative (Name): \_\_\_\_\_ Fax: \_\_\_\_\_

Description of utility locate request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Has MOCS been notified: \_\_\_\_\_ If yes, the MOCS ticket number: \_\_\_\_\_

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

Department: \_\_\_\_\_ Fax number: \_\_\_\_\_  
MSU contact: \_\_\_\_\_ Requested locate date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Budget to be charged: \_\_\_\_\_  
FOAPAL

**Upon completion of this section of the request form, fax to the Assistant Director of Facilities Management, Facilities Maintenance at (417) 836-5288**

Date faxed to Facilities Maintenance: \_\_\_\_\_

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

Approved by: \_\_\_\_\_ Work Order number: \_\_\_\_\_  
Date notification forwarded to:  
Grounds: \_\_\_\_\_ Telecommunication Services: \_\_\_\_\_  
Date utility locate completed:  
Grounds: \_\_\_\_\_ Telecommunication Services: \_\_\_\_\_ Facilities Maintenance: \_\_\_\_\_  
Actual cost: \_\_\_\_\_

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

## REQUEST FOR UTILITY INTERRUPTION

Form to be filled out by the contractor requesting a utility interruption and then delivered to the Office of Planning, Design & Construction **a minimum of 5 Working Days in advance of the requested outage date**. This form may be emailed to [DesignandConstruction@Missouristate.edu](mailto:DesignandConstruction@Missouristate.edu) or faxed to the Office of Planning, Design & Construction at 417-836-6884.

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

MSU Project Number (as shown on the plans): \_\_\_\_\_

Construction Firm: \_\_\_\_\_

Contractor's Representative (Name): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Field Contact Number: \_\_\_\_\_

Affected Building(s): \_\_\_\_\_  
(Attach plan as needed)

Does Project Impact Entire Building? ☐ Yes ☐ No

If No, which Area(s)? \_\_\_\_\_

Reason for Outage: \_\_\_\_\_

Utility Type/Types (Check all that apply)

☐ Domestic Cold Water ☐ Heating ☐ Air Conditioning

☐ Domestic Hot Water ☐ Electrical ☐ Fire Protection

Other: \_\_\_\_\_

Extent of Outage: \_\_\_\_\_

Preferred Start Time: \_\_\_\_\_

Number of Consecutive Hours Needed: \_\_\_\_\_ Number of Days \_\_\_\_\_

**No Interruption Shall Occur Without Written Approval by the University**

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

### Planning, Design & Construction

Pre-outage Meeting Required: ☐ Yes ☐ No

Major Admin. Coordinated: \_\_\_\_\_ Date: \_\_\_\_\_

Request Authorized by (Print Name): \_\_\_\_\_

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

### Facilities Management

Date of Outage: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ ☐ Approved ☐ Disapproved

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

## REQUEST FOR INSPECTION

---

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

Upon completion, this form may be delivered to the Office of Planning, Design & Construction in the Burgess House, emailed to [DesignandConstruction@MissouriState.edu](mailto:DesignandConstruction@MissouriState.edu) or faxed to the office at 417-836-6884.

**Project Name:** \_\_\_\_\_

**Project Number** (Number as shown on the plans): \_\_\_\_\_

**Building Name:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Inspection Requested by (Name):** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

**Area to be inspected:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Date of Inspection Requested:** \_\_\_\_\_ **Time:** \_\_\_\_\_

Work to be covered (mark all that apply):

☐ Site Utilities

☐ Voice / Data

☐ Underground / Under Slab

☐ Boiler / Pressure Vessel

☐ In Wall Rough-In

☐ Substantial Completion

☐ Above Ceiling

☐ Final Completion

☐ Elevators

☐ Other: \_\_\_\_\_

---

### OFFICE USE ONLY: DO NOT WRITE IN SPACE BELOW

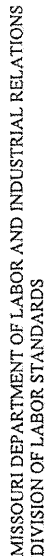
**Project Manager:** \_\_\_\_\_

**Inspection Date Approved:** \_\_\_\_\_ **Time of Inspection:** \_\_\_\_\_

**Location (Where inspection begins):** \_\_\_\_\_

**Email Notification:** \_\_\_\_\_





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

\*\*\* If a worker performs work in more than one occupational title and wage rates. \*\*\*



## AFFIDAVIT FOR COMPLIANCE WITH THE PREVAILING WAGE LAW

---

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

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

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

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

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## FINAL WAIVER OF LIEN

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

**PROJECT NAME:**

**PROJECT #:**

**WHEREASE THE UNDERSIGNED:** \_\_\_\_\_ has provided labor,  
services, materials or equipment, for the above project, under an agreement with:

**MISSOURI STATE UNIVERSITY**

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

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

Initial  
☐

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

Initial  
☐

**FINAL WAIVER AND RELEASE: IN CONSIDERATION OF FINAL PAYMENT**

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

( \_\_\_\_\_ AND /100) (\$ \_\_\_\_\_ )

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

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

Initial  
☐

**CONDITIONAL RELEASE: THIS WAIVER AND RELEASE IS CONTINGENT UPON**

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

**ADDITIONALLY, THE UNDERSIGNED ACKNOWLEDGES RECEIPT**

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

**OR**

Initial  
☐

**UNCONDITIONAL RELEASE: THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF**

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

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

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

State of: \_\_\_\_\_ )  
\_\_\_\_\_ ) SS

County of: \_\_\_\_\_ )

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**NOTARY PUBLIC:**

**SIGNED:** \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## CONTRACTOR CLOSEOUT CHECKLIST

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

**Project Title:**

**Project Number:**

**Contractor:**

**Prepared By:**

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



# FORM OF CONTRACTOR PERFORMANCE EVALUATION

Date:

Project Number:

Project Title:

Contract Number:

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

Contractor:

Date of Substantial Completion:

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

The following were submitted, completed, or returned in accordance with the Contract Documents.		PM	CA
24.	Complete and well organized O&M manuals were provided by 80% completion.		
25.	Thorough and well organized operating and training instructions were provided.		
26.	Accurate and complete testing & balancing reports were provided.		
27.	Punch list items were completed promptly.		
28.	Accurate and complete record documents (As-builts) were received in a timely fashion.		
29.	Keys were returned in a timely fashion.		
<b>Comments: (Required for any score of 3 or less.)</b>			
<b>Project Manager Comments</b>			
<b>Contract Admin. Comments</b>			
<p>Each contractor performing services for Missouri State University shall be subject to evaluations. Performance evaluations are a key component in determining contractor responsiveness and may be used by Missouri State University in the review of a contractor's eligibility for future work. Missouri State University will provide the contractor with a copy of all processed evaluation forms. Any contractor who wishes to contest any information contained in the evaluation form may submit a written response no later than thirty (30) days after the date the form was mailed (as indicated by the postmark on the envelope) or emailed (as indicated on the dated email).</p> <p>Such response shall set forth any additional information concerning the building project or the oversight of the contract that may be relevant in the evaluation of the contractor's performance on the project. All correspondence will be reviewed and placed in the project file for record purposes.</p>			

Project Manager, Planning, Design & Construction Date

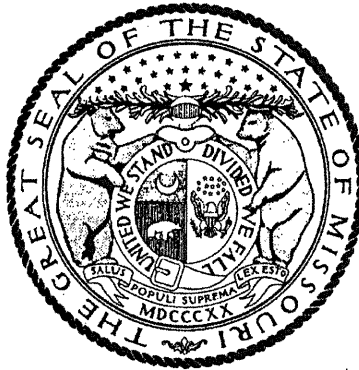
Contract Admin., Planning, Design & Construction Date

Director, Planning, Design & Construction Date

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 116

**WEBSTER COUNTY**

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

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$34.22	FED		\$2.64
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason	6/17		\$28.08	24	74	\$16.97
Carpenter	6/17		\$24.89	61	4	\$16.40
Cement Mason			\$23.64	64	4	\$11.10
Communication Technician			\$14.20	FED		\$4.38
Electrician (Inside Wireman)			\$25.65	21	48	\$11.95 + 10%
Electrician (Outside-Line Construction\Lineman)			\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator			\$38.37	125	65	\$5.00 + 34.5%
Groundman			\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$45.49	26	54	\$33.235
Glazier			\$23.35	36	52	\$6.71
Ironworker	6/17		\$32.65	50	4	\$29.05
Laborer (Building):						
General	6/17		\$21.54	112	4	\$12.23
First Semi-Skilled	6/17		\$23.92	112	4	\$12.23
Second Semi-Skilled	6/17		\$22.22	112	4	\$12.23
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$24.79	123	78	\$16.40
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$24.89	61	4	\$16.40
Operating Engineer						
Group I	6/17		\$26.84	84	4	\$13.04
Group II	6/17		\$25.05	84	4	\$13.04
Group III	6/17		\$24.34	84	4	\$13.04
Group III-A	6/17		\$25.05	84	4	\$13.04
Group IV						
Group V	6/17		\$16.10	84	4	\$13.04
Painter			\$28.58	105	16	\$11.78
Pile Driver	6/17		\$24.89	61	4	\$16.40
Pipe Fitter			\$29.55	19	1	\$14.82
Plasterer			\$23.63	64	4	\$11.30
Plumber			\$29.55	19	1	\$14.82
Roofer \ Waterproofor	6/17		\$23.05	10	2	\$11.58
Sheet Metal Worker			\$28.94	4	24	\$14.18
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
Traffic Control Service Driver			\$16.35	48	49	\$2.75
Truck Driver-Teamster						
Group I			\$19.45	98	4	\$4.72
Group II						
Group III			\$19.45	98	4	\$4.72
Group IV			\$19.45	98	4	\$4.72

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase





## Section 116

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%



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

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

**NO. 4:** Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

**NO. 10:** Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

**NO. 19:** On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

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

**NO. 21:** Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

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

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

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

**NO. 36:** Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.



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

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

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.76 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.37 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**NO. 61:** Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

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

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

**NO. 98:** Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 5:30 and 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. When the five (5) day eight (8) hours work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

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

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**NO. 112:** Means the regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

**NO. 123:** Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**NO. 125:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

## **WEBSTER COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 1:** All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

**NO. 2:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

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

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

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**NO. 16:** There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 24:** All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

**NO. 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.

## **WEBSTER COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 52:** All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

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

**NO. 65:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

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

**NO. 78:** The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.





OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$29.10	23	16	\$16.85
Electrician (Outside-Line Construction\Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$22.51	31	30	\$5.50 + 28%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$18.21	31	30	\$5.50 + 28%
Laborer					
General Laborer	6/17	\$24.66	4	18	\$13.27
Skilled Laborer	6/17	\$25.21	4	18	\$13.27
Millwright	6/17	\$29.10	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$31.27	5	15	\$14.05
Group II	6/17	\$30.92	5	15	\$14.05
Group III	6/17	\$30.72	5	15	\$14.05
Group IV	6/17	\$28.67	5	15	\$14.05
Oiler-Driver	6/17	\$28.67	5	15	\$14.05
Pile Driver	6/17	\$29.10	23	16	\$16.85
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I	6/17	\$29.57	12	3	\$12.85
Group II	6/17	\$29.73	12	3	\$12.85
Group III	6/17	\$29.72	12	3	\$12.85
Group IV	6/17	\$29.84	12	3	\$12.85

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

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

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



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OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

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

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

**REPLACEMENT PAGE  
WEBSTER COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

**NO. 29:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

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

**WEBSTER COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

**NO. 15:** The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

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

**NO. 18:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

**NO. 24:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 28:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 30:** All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**VOFLaw is a Trade Name of Vincent F. O'Flaherty**

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U.S. Department of Labor

Occupational Safety and Health Administration  
Kansas City Area Office  
2300 Main St, Suite 168  
Kansas City, Missouri 64108  
816-483-9531



May 10, 2018

Rachael M. Dockery – General Counsel  
Missouri State University  
901 So National Ave  
Springfield, MO 65897

Ms. Dockery;

The Occupational Safety and Health Administration (OSHA) investigate workplace fatalities and catastrophes resulting in the hospitalization of three or more workers.

Per our conversation on May10, 2018, this is our written request for a copy of the video recording taken by your camera at the Fordland Tower Facility in Fordland, MO. As we discussed, I would like to obtain two copies of the video for our investigation file.

Thank you for your assistance.

Sincerely,

Chet Ray  
Safety Compliance Officer  
Department of Labor -OSHA  
2300 Main St, Suite #168  
Kansas City, MO 64108

Office - 816-502-0313  
Fax – 816-483-9724  
Cell – 816-785-7522  
ray.chester@dol.gov

**United States of America**  
**DEPARTMENT OF LABOR**  
**Occupational Safety and Health Administration**  
***SUBPOENA DUCES TECUM***

**TO:** Custodian of Records, Thomas K Buchanan, Attorney; McDowell Rice Smith & Buchanan  
P.C.  
605 W 47<sup>th</sup> Street, Suite 350  
Kansas City, MO 64112

*Pursuant to Section 8(b) of the Occupational Safety and Health Act (29 U.S.C. 657(b))  
you are hereby required to appear before **Karena Lorek, Area Director, or her designee of the***

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION**  
**UNITED STATES DEPARTMENT OF LABOR**

*at 2300 Main Street Suite 168 in the City of Kansas City, Missouri on the 8<sup>th</sup> day of June  
2018 at 9:00 am o'clock of that day, and you are hereby required to bring with you and  
produce at said time and place the following books, papers and documents: The documents listed  
on the attached Appendix A.*

**FAIL NOT AT YOUR PERIL**

IN TESTIMONY WHEREOF *I have hereunto affixed my  
signature and the seal of the UNITED STATES  
DEPARTMENT OF LABOR at  
2300 Main Street, Suite 168 this  
24<sup>th</sup> day of May, 2018*

---

Karena Lorek  
Area Director, Occupational Safety and Health Administration  
UNITED STATES DEPARTMENT OF LABOR

*I hereby certify that a duplicate original of the within subpoena was duly served*  
(Indicate by Check method used):

\_\_\_\_\_ *by leaving in person, or*

\_\_\_\_\_ *at principal office, or place of business, to wit:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*On the person named herein*

\_\_\_\_\_

*On (Month, Day, Year)*

\_\_\_\_\_

*(Name of the person making service)*

\_\_\_\_\_

*I certify that the person name herein was*

*in attendance as a witness at*

\_\_\_\_\_

*On*

\_\_\_\_\_

*(Month, Day, or Days, and Year)*

\_\_\_\_\_

*(Name of person certifying)*

\_\_\_\_\_

*(Official Title)*

## APPENDIX A

(Document Request to Thomas R Buchanan or related entities)

You are required to produce the following documents:

1. Any and all communications, including but not limited to any documents attached thereto and any correspondence, replies, feedback documents, emails, and memorandums, from and to Tower Consultants Inc. (TCI), Steve Lemay, LLC, and Missouri State University, regarding the Reinforce Tower, KOZK Project since January 1, 2017.

[Home](#)[Work Orders](#)[Announcements](#)[Journeyman](#)[Apprenticeship](#)[Memorials](#)[Related Links](#)[Weekly Reports](#)[Forms](#)[Contact Us](#)[Trust Office](#)**Iron Workers Local #86**

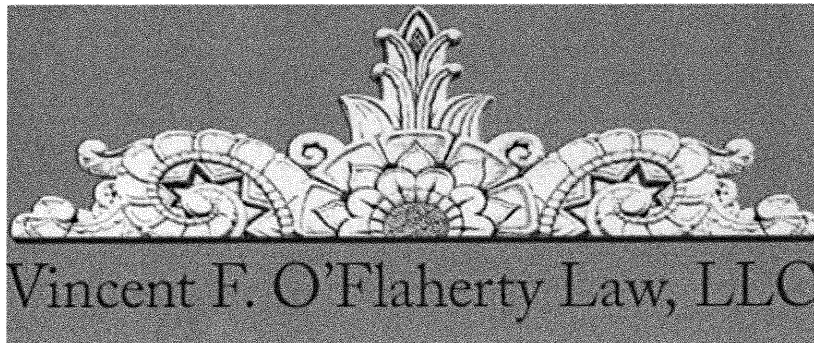
Administrative Offices  
4550 S 134th Place #102  
Tukwila, WA 98168  
Phone 206-248-4246  
Fax 206-248-4351  
WA Toll Free (888) 212-6252  
[www.local86.org](http://www.local86.org)  
Map

**Pacific NW IronWorkers and  
Employers Apprenticeship - 86**  
4550 S 134th Place #101  
Tukwila, WA 98168  
Phone 206-244-2993

**North End Dispatch Facility**  
17406 State Rt 536 (Memorial Hwy)  
Mt Vernon, WA 98273  
Map

**South End Dispatch Facility**  
11226 Bridgeport Way SW  
Lakewood, WA 98499  
Map

Union local 86

[Attorneys](#)[Cases of Note](#)[Transactions](#)[Practice Areas](#)[Map Directions](#)[Contact Us](#)

### Cases of Note

A sampling of our experience in complex litigation includes the following:

#### **JC Nichols ESOP Litigation**

Representation of former trustees of J.C. Nichols ESOP in \$30 million breach of fiduciary duty class action claim filed in United States District Court for District of Western Missouri at Kansas City. Case settled.

#### **Sri Lanka/Voice of America Tower Dispute**

Defense of \$15 million breach of contract action involving engineering claims surrounding construction of 13 communication towers in Sri Lanka for U.S. government. Served as lead trial counsel for contractor defendants in three week jury trial in Fairfax County Virginia. Represented international tower construction family of companies. Defense verdict entered in favor of Canadian parent company. Plaintiff's verdict rendered against U.S. sub with few assets. Defense verdict in favor of parent company affirmed before Virginia Supreme Court.

#### **Wayne Newton v. Shenandoah South, et al.**

Representation of owners of Branson, Missouri theater in \$50 million breach of contract and slander lawsuit brought by entertainer Wayne Newton. Case tried for one week in the United States District Court for District of Western Missouri at Springfield and then settled.

#### **Tony Orlando v. Wayne Newton**

Representation of entertainer Tony Orlando in multimillion dollar breach of partnership and fraud suit against entertainer Wayne Newton and theater owners. Suit filed in the United States District Court for District of Western Missouri at Springfield. Case successfully settled.

#### **Liberty Mutual v. FAG Bearings**

Representation as local counsel of insurance carrier in pollution exclusion coverage litigation surrounding ball bearings plant in



Joplin, Missouri. Summary judgment in favor of client affirmed by 8th Circuit Court of Appeals.

**ERC v. Mid-Continent Casualty**

Representation of MCCC in \$1,000,000 reinsurance dispute in District of Kansas. Case tried to court and verdict in favor of client.

**Hemingford, Nebraska Tower Collapse**

Lead counsel for tower property insurer following collapse of 2000' broadcast tower in Hemingford, Nebraska. Participated in insurance company's investigation into cause of collapse. Lead trial counsel in multimillion dollar coverage litigation in United States District Court of Nebraska. Successfully obtained judgment in client's favor at trial which was affirmed on appeal before the 8th Circuit Court of Appeals.

**Serve Communications Bankruptcy**

Lead trial counsel for Chapter 7 Trustee in multimillion dollar breach of fiduciary action brought against former directors and officers, major shareholders and founders of tower erection, maintenance and service company qServe Communications, Inc. Case successfully settled.

**Campbell v. Bank of America**

Lead trial counsel for commercial real estate broker in suit over commissions due. Case tried before arbitrator in Charlotte, North Carolina resulting in award and recovery of over \$600,000 for client.

**Iowa Tower Company Bankruptcy**

Served as lead counsel for Canadian parent company during bankruptcy proceedings for U.S. subsidiary. Oversaw all bankruptcy filings and coordinated attorney involvement.

**Directors and Officers Claims in Bankruptcy**

Defense of \$30 million breach of fiduciary claim brought by bankruptcy trustee against Canadian parent company and former directors of debtor. Negotiated eventual settlement including insurance company, largest unsecured creditors and others.

**Missouri Tower Collapse**

Trial counsel to Canadian tower companies following collapse of 2000' broadcast tower in Kirksville, Missouri. Three workers were killed. Defended numerous suits filed in U.S. District Court for Eastern District of Missouri at St. Louis and Adair County, Missouri. Federal case tried for one week and settled.

**Jackson Mississippi Tower Collapse**

Lead investigation and defense counsel for international tower companies following collapse of 2000' broadcast tower in Jackson, Mississippi in October, 1997. Three workers were killed. Hired all causation experts and served as personal counsel to companies in OSHA and Canadian Department of Labor investigations, negotiations with insurance carriers on business interruption and property replacement, and representation in numerous litigation filed in Mississippi state and federal courts.

**Mantio North Carolina Tower Accident**

Representation of international tower companies in litigation following helicopter collision with cellular tower. Case settled.

**Texas Tower Accident**

Personal counsel to international tower companies involving wrongful death case from tower accident pending in Houston, Harris County, Texas. Case eventually settled by insurance company.

**Irving Evans v. Shepherd of the Hills**

Defense of \$200,000 breach of contract action involving sale of condominium project in Branson, Missouri. Lead counsel to defendant/buyer in three day jury trial in Taney County, Missouri. Defense verdict.

**Burney/Snadon v. Bank of America**

Injunction/declaratory judgment proceeding involving priority of liens on motel in Branson, Missouri. Tried to court in Taney County, Missouri. Represented subordinated lenders and successfully defeated Bank of America's attempt to foreclose and successfully readjusted liens. Appeal to Southern District of Missouri who modified trial court order.

**Grand Ramada v. Alliance Architects**

Lead defense counsel in \$8 million architectural negligence action. Successfully obtained summary judgment for architect client which was affirmed by Missouri – Southern District Court of Appeals.

**Woodlands Property Owners Ass'n v. Shepherd of the Hills**

Lead defense counsel in \$300,000 breach of fiduciary duty action brought by condominium owners association against owner and former directors. Summary judgment obtained in favor of defendants.

**Missouri Franchise Litigation**

Lead plaintiff counsel to local construction contractor in breach of franchise action brought against international construction firm Butler. Case settled for confidential amount.

**Chandler v. Canada Development Investment Corporation**

Lead defense counsel to Canada Development Investment Corporation in multi-million dollar wrongful death and personal injury product liability action involving radiation equipment. Case dismissed in favor of client.

**Morehead, Kentucky Tower Collapse**

Lead counsel to tower contractor in collapse of 1300' broadcast tower in Morehead, Kentucky. Hired engineering experts to defend subrogation action by general contractor's insurance carrier and to pursue products liability claims against tower designer and manufacturer for tower defects. Case tried in United States District Court in Lexington, Kentucky. Jury verdict entered in favor of client finding tower design and manufacture to be defective. Successfully obtained punitive damage award in favor of client against tower manufacturer. Jury verdict affirmed an appeal to the 6th Circuit Court of Appeals.

**Pete Franklin National Auto Sales v. Leon Cook**

Lead Counsel for commercial insurance agent relating to automobile dealership professional malpractice/errors & omissions claims. Tried to jury in March, 2004. Jury verdict substantially less than amount offered over one year previously.

**Lake Charles, Louisiana Tower Collapse**

Lead counsel for property insurer following collapse of two 1600' broadcast towers in the Lake Charles, Louisiana area.

**Sprint Tower Case**

Representation of industrial real estate developer in action to remove tower erected in violation of restrictive covenants. Case resolved when Sprint removed tower.

**Georgia Tower Collapse**

Lead counsel to tower owner following collapse of 1700' broadcast tower in Georgia.

**North Carolina Tower Collapse**

Lead counsel to tower contractor in collapse of 1000' broadcast tower in North Carolina. Suit filed on behalf of client in the Eastern District of North Carolina. Settlement reached with funds paid to client before start of discovery.

**Hospital Casualty Company Receivership**

Representation of the Receiver appointed by Oklahoma Insurance Commissioner to recover reinsurance proceeds owed by Employers Reinsurance Corporation to Hospital Casualty Company. Litigation in the United States District Court for the Western District of Oklahoma. Successfully obtained summary judgment resulting in an award of over \$450,000 to client.

**Sorkin v. Valley View**

Co trial counsel to beneficiaries of trust in breach of fiduciary duty claim concerning sale of real estate owned by trust. Successfully obtained judgment against financial institution's trust department following jury trial in Johnson County, Kansas. Also obtained pretrial settlement from defendant appraiser.

**Eppinger v. Dusselier Concrete Flatwork**

Lead trial counsel to concrete contractor in personal injury action following automobile accident. Case tried for one week to jury in Circuit Court of Jackson County, Missouri at Independence. Defense verdict obtained in favor of client. Other defendant found 100% responsible for \$960,000 verdict.

**Texas Litigation Involving Failed Cellular Tower Project**

Lead trial counsel to tower contractor in case alleging breach of contract, breach of fiduciary duty, conspiracy and tortious interference of contract. Case tried to jury for three weeks in Dallas County, Texas state court. Defense verdict on breach of fiduciary, conspiracy and other claims. Remaining claims resulted in damage award significantly below demand.

**Kansas Commercial Litigation Involving Sale of Multi Million Dollar Television Station**

Lead trial counsel to individual following sale of TV station in Topeka, Kansas. Suit alleged fraud, alter ego liability and breach of contract. Suit successfully resolved.

**Missouri Professional Liability Coverage Litigation**

Lead trial counsel for insurance carrier in professional liability claim concerning violation of the Fair Debt Collection Practices Act. Case pursued in the Federal District Court for the Western District of

Missouri. Case successfully settled prior to protracted and lengthy discovery proceedings.

**Missouri Insurance Coverage Litigation**

Lead trial counsel to insurance carrier in bad faith case involving construction defect claims. Case pursued in the Federal District Court for the Western District of Missouri. Successfully obtained summary judgment in favor of insurer. Case settled on appeal.

**Kansas Insurance Coverage Litigation**

Lead trial counsel to insurance carrier in bad faith case involving rescission and declaratory judgment claims surrounding wrongful death of 22 year old mother. Case settled at mediation. Case pursued in Federal District Court for the District of Kansas.

**Kansas Insurance Coverage Litigation Involving Construction Defects**

Lead trial counsel to insurance carrier in coverage action involving construction defects in large subdivision. Matter resolved.

**American Multi Cinema, Inc v. Developers Diversified Realty Corp**

Lead trial counsel to international movie theater chain in commercial lease dispute involving common area maintenance overcharges by landlord. Tried case to the court in Kansas City, Jackson County, Missouri and received successful verdict of over \$460,000.

**Missouri Insurance Coverage Litigation**

Lead trial counsel for insured driver in tort action and coverage action in Federal District Court for the Western District of Missouri. Successfully convinced driver's insurer to pay amounts in excess of policy limits to settle claims of severely injured teen age girls due to failure to timely and adequately disclaim coverage and respond to policy limits demands. Case settled.

**Colorado Mechanic's Lien Litigation**

Represented material supplier in mechanic's lien litigation in Arapahoe County, Colorado. Successfully obtained settlement of claim for over \$700,000 representing full value of claim plus interest.

**Indiana Receivership Litigation**

Represented former owner of Branson, Missouri hotel in action brought by federally appointed receiver to freeze and seize funds related to sale of hotel. Successfully defeated claims and obtained federal court approval to foreclose on secured lien on hotel.

**Indiana Commercial Real Estate Arbitration**

Lead trial counsel to international movie theater chain in commercial lease dispute involving claim of wrongful refusal by landlord to consent to assignment of movie theater lease at Indianapolis, Indiana shopping center. Client was tenant who asserted landlord breached lease by refusing consent. Three member arbitration panel found in favor of client and awarded \$1.2 million in damages.

**Refund Litigation before Missouri Public Service Commission**

Lead counsel to owner of Missouri water and sewer company in dispute over refunds to customers. State agencies sought over \$500,000 in refunds from client. Represented client in hearing before

Public Service Commission and successfully defeated attempt to recover refunds.

**OSHA Citation Contests**

Lead counsel to multiple employers cited by Occupational Safety and Health Commission for work place safety violations. Successfully resolved matters resulting in withdrawal of citations and significant reduction of penalties.

**Commercial Real Estate Litigation**

Co-counsel for real estate developer in failed commercial and residential real estate project known as Citadel Plaza located in Kansas City, Missouri. Took lead role on real estate foreclosure issues related to completing \$13 million settlement in favor of client.

**Commercial Real Estate Litigation**

Co trial counsel for real estate developer in failed commercial and residential real estate project known as Prospect North located in Kansas City, Missouri. Participated in all aspects of case leading to \$6 million settlement in favor of client.

**Quiet Title/Adverse Possession Litigation**

Lead trial counsel in adverse possession litigation brought by clients to determine boundary for residential lot located in Lake of the Ozarks, Missouri. Following bench trial in Camden County, Missouri, all issues found in favor of client and title quieted in favor of client.

**Equitable Garnishment/Bad Faith Insurance Litigation**

Lead trial counsel and coverage counsel to multiple insurance carriers in equitable garnishment and bad faith litigation. Handled all aspects of cases including filing declaratory judgment actions, defending equitable garnishment and bad faith actions, trials to court and juries and appeals of judgments.

**Lender Liability Litigation**

Lead trial counsel to borrowers and contractors in multiple cases concerning liability of banks for wrongful foreclosure, breach of contract, breach of implied warranty of good faith and fair dealing and other causes of action.

**Missouri Real Estate Litigation Concerning Tax Credit Transaction**

Lead trial counsel to Missouri not for profit seller in breach of contract litigation brought against buyer and multiple limited liability partnerships for apartment complex in Kansas City, Missouri. Case settled with payment to client.

**Kansas Real Estate Litigation Concerning Breach of Lease**

Lead trial counsel to commercial shopping center owner in breach of lease action against tenant. Case settled with payment to client.

Search Mail and People

New |

Delete

Archive

Junk |

Sweep

Move to

Categories

Undo

## Folders

Inbox 7  
Clutter 10  
Sent Items  
Deleted Items 397  
1a- Kimberbly  
**1aaa- Lorek, karena**  
1aa- Steve Lowrey  
More

## Groups

New

Here are some groups you  
might want to join:

ARA Compliance Assistance

OSHA WB 2018 WIM Workg

Discover

## Steve Lemay LLC information from Washington Secretary of State Website



Lorek, Karena - OSHA

Yesterday, 5:22 PM

Ray, Chester E. - OSHA

Reply all |

Flag for follow up. Start by Thursday, April 19, 2018. Due by Thursday, April 19, 2018.

Thank you,

Karena Lorek  
Area Director  
816-502-0327

From: "Winingham, Bonita - OSHA" <Winingham.Bonita@dol.gov>  
Subject: Steve Lemay LLC information from Washington Secretary of State Website  
Date: 19 April 2018 17:21  
To: "McKenzie, Dean - OSHA" <McKenzie.Dean@dol.gov>  
Cc: "Stille, Kim - OSHA" <Stille.Kim@dol.gov>, "Lorek, Karena - OSHA" <Lorek.Karena@dol.gov>, "Drake, Brian - OSHA" <Drake.Brian@dol.gov>

## Search Results

## 1 Result

## STEVE LEMAY LLC

UBI #	603369670
Status	Active
Expiration Date	2/28/2019
Period of Duration	PERPETUAL
Business Type	WA LIMITED LIABILITY COM
Date of Incorporation	2/10/2014
State of Incorporation	WASHINGTON
Registered Agent	CAROL BALLARD LEMAY 9494 SUNRISE RD BLAINE, WA 98230
Governing Persons	CAROL LEMAY



Class IV rigging plans as required by consensus standards definitely had to be in place (we can send these).

A full structural analysis should have been done as well. (We want those docs if we can ASAP, it will inform our interviews).

#### Questions:

It appears only one guy was really on the tower, what the heck changed? If indeed this tower was originally 1891' tall, they had about 1500' down already. They may have been moving the gin pole or changing the rigging somehow but a change condition occurred. I have all of my ears out there are listening and I will feed you what I can.



Steve Lemay LLC - office in WA  
360-332-3377

open with  
Steve Lemay  
Tommy  
get location?

## Steve Lemay LLC



### Contact Information

#### Steve Lemay LLC

9494 Sunrise Rd  
Blaine, WA 98230

**Contact:** Carol Lemay  
**Title:** Principal  
**Phone:** (360) 510-3040  
**Website:** [www.stevelemayllc.com](http://www.stevelemayllc.com)

Steve Lemay LLC is the only company located  
at 9494 Sunrise Rd, Blaine, WA 98230

### Business Description

Steve Lemay is located in Blaine, Washington. This organization primarily operates in the Communication Line and Transmission Tower Construction business / industry within the Heavy Construction, Except Building Construction, Contractor sector. This organization has been operating for approximately 4 years. Steve Lemay is estimated to generate \$240,887 in annual revenues, and employs approximately 2 people at this single location.

### Map

**Sector:** Heavy Construction, Except Building Construction, Contractor  
**Category:** Water, Sewer, and Utility Lines  
**Industry:** Communication Line and Transmission Tower Construction  
Fence Construction  
**SIC Code:** 1623, 1799

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**Name:** Steve Lemay LLC

48°59'10.4"N 122°35'45.3...

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Updated: 2014

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45 Broadway, Ste 1420, New York, NY 10006

Manufacturing  
Importing  
Exporting

**Location Type:** Single

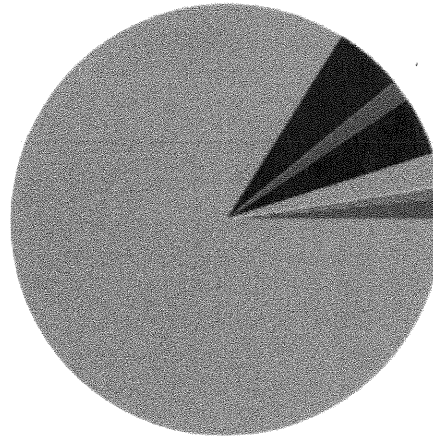
**Revenue:** \$ 240,887

**Employees Here:** 2

**Facility Size:** N/A

*\* Revenue & Employees are estimates*

### Demographics for Zipcode 98230



Percentage    Population

92.0 %    White

5.7 %    Hispanic

1.7 %    Black

4.9 %    Asian

2.7 %    Native American

0.9 %    Hawaiian

1.8 %    Other

**Population**  
15,710

**Median Age**  
44.0

Female	Male	Female	Male
50.1%	49.9%	44.6	43.4
7,866	7,844		

## Questions & Answers

- Q** What is the internet address for Steve Lemay?  
**A** The website (URL) for Steve Lemay is **www.stevelemayllc.com**.
- Q** How many people work at Steve Lemay?  
**A** Steve Lemay has approximately **2 employees** at this location.
- Q** Is there a key contact at Steve Lemay?  
**A** **Carol Lemay** is the **Principal** at Steve Lemay. You can contact Carol at **(360) 510-3040**.
- Q** How big is Steve Lemay?  
**A** Steve Lemay is estimated to generate **\$240,887** in annual revenues, employs approximately **2** people at this location
- Q** Where is Steve Lemay located?  
**A** Steve Lemay is located at **9494 Sunrise Rd, Blaine, WA 98230**. This location is in Whatcom County and the Bellingham, WA Metropolitan Area.
- Q** What are the annual sales for Steve Lemay?  
**A** Steve Lemay generates approximately **\$240,887** in annual sales.
- Q** How long has Steve Lemay been in business?  
**A** Steve Lemay has been in business for approximately **4 years**.
- Q** Is Carol Lemay the only contact you have for Steve Lemay LLC?  
**A** On Buzzfile's **Professional (subscription) Service** we have 2 contacts for Steve Lemay LLC
- Q** What is the phone number for Steve Lemay?  
**A** The phone number for Steve Lemay is **(360) 510-3040**

Less ▲

## Business Contacts at Steve Lemay LLC:

**1 total Contacts**

This information is available to paying subscribers. **Click** to learn about our subscription plans.

## Similar Companies Nearby

No data

## Statistics for Zipcode 98230

Average House Value

\$ 248,900

Average Household Income

\$ 54,983

Number of Households

6,553

Persons per Household

2.38

Number of Businesses

1,056

Number of Employees

3,590

Land Area (square miles)

43.761

Water Area (square miles)

4.807

5

Pages Withheld

           Audio Recordings Withheld

Exemption(s):

- ☐ 2 internal personnel rules and practices
- ☐ 3 information exempt under other laws
- ☐ 4 trade secrets and proprietary data
- ☒ 5 internal deliberative memorandum and opinions
- ☐ 6 personal privacy
- ☐ 7(c) law enforcement (personal privacy)
- ☐ 7(d) law enforcement (confidential source)

Comments:

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