

Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Alice Winkelman, Buyer
573/886-4392 - FAX 573/886-4390
Email: awinkelman@boonecountymmo.org

Bid Data

Bid Number: 20-18MAY04
Commodity Title: Recarpet in Boone County Courthouse

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, MAY 18, 2004
Time: 1:30 P.M. (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department

Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Pre - Bid A pre-bid meeting will be held at 10:30a.m. on May 5, at the Boone County Johnson Building.

Bid Opening

Day / Date: TUESDAY, MAY 18, 2004
Time: 1:30 P.M.
Location / Address: Boone County Johnson Building
601 E. Walnut, Room 213
Columbia, MO 65201

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for furnishing all labor, materials, and equipment necessary to complete the following work:

**BID NUMBER 20-18MAY04
RECARPET CLERKS OFFICE
BOONE CO. COURTHOUSE
705 E. WALNUT STREET
COLUMBIA MO 65201**

Sealed bids will be accepted until 10:30AM CDT, on May 18, 2004 at the Boone County Purchasing Office, 601 E. Walnut, Room 213, Columbia, Missouri 65201. Bids received after the above specified time for opening will be returned to the sender unopened.

Bids will be publicly opened at 10:30AM CDT, on May 18, 2004 in Boone County Purchasing Office, 601 E. Walnut, Room 213, Columbia, Missouri.

Bid documents are available at the Boone County Purchasing Department, 601 E. Walnut, 2nd Floor, Columbia, Missouri.

A Pre-bid Conference has been scheduled for 10:30AM, May 5, 2004 at the Boone Co. Johnson Building, Room 213, 601 E. Walnut St., Columbia MO 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are urged to attend.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not, and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: BID NUMBER 20-18MAY04
RECARPET CLERKS OFFICE
BOONE CO. COURTHOUSE
705 E. WALNUT STREET
COLUMBIA MO 65201

LADIES AND GENTLEMEN:

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and do not include Missouri Sales and Use Tax or any other taxes which might be assessed against or in connection with the work proposed herein.

Base Bid in the Amount of _____
_____ (\$ _____).

SECTION I – ADDENDA

- 1. I hereby acknowledge receipt of the following Addenda:

Addendum No.	Dated
Addendum No.	Dated
Addendum No.	Dated

SECTION II – ALTERNATES (Not Used)

SECTION III

I hereby agree to complete the work herein specified within sixty (60) consecutive calendar days commencing on the date of the Contract Award and to allow a deduction of \$100.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the sixty (60) consecutive calendar days. Time extensions shall be documented by Change Order.

SECTION IV

Acknowledgement of Receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration. Bidder hereby acknowledges receipt of addenda, if applicable, by attaching a signed copy of all such addenda.

SECTION V

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit and to accept such proposal as it deems to its best interest.

Signature: Firm _____
By _____
Title _____
Address _____
Phone _____
Date _____

STATEMENT OF BIDDERS 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 a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

- 1. Name of bidder: _____
- 2. Business address: _____

- 3. When organized: _____
- 4. When incorporated: _____
- 5. If not incorporated, state type of business and provide your federal tax identification number: _____
- 6. Number of years engaged in contracting business under present firm name:
- 7. If you have done business under different name, please give name and location:
- 8. Percent (%) of work done by own staff:
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?
- 10. Have you ever defaulted on a contract?
- 11. List of contracts completed within last four years, including value of each:
- 12. List of projects* currently in progress:

* Attach additional sheets as necessary *

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data on the conditions under which the new overlay will be constructed, scope of Contract, quality of material and equipment required, standards used in determining its acceptability and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions as are made shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with these specifications.

Exceptions to Specifications - Pages:

Two copies of the Bidding Package (Bid Response, Bid Bond, Statement of Bidders Qualifications and Form of Non-Collusive Affidavit) shall be submitted. All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the proposal submitted. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood or freezing, to the materials and equipment with which the work of this contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of the Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria - cost, bidders qualifications and experience, and time required for completion.

On award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract documents, they may submit to the County a written request for an interpretation thereof three working days prior to the Pre-bid Conference. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.

WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The most recent prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim, and is applicable to this Contract.

INSURANCE REQUIREMENTS

Contractor's Insurance: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation** Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Owner's Contingent or Protective Liability and Property Damage - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

Proof of Coverage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the **County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services),

of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" shall mean the County of Boone, Missouri, acting through its authorized County officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone Co. Facilities Maintenance Department.

"Director" shall mean the Director of Boone Co. Facilities Maintenance or his/her designated representative.

"Owner's Representative" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Owner's Representative is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Architect. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

Invoice must include bid number, service dates, description of project location, type of material used, total quantity used, unit price and total cost extension per roadway. Invoices submitted which include charges for other County Contracts or Projects will not be accepted. Not later than forty-five (45) days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain ten percent (10%) of the amount of each such estimate. Not later than forty-five days after final tests and acceptance, the County will make final payment of the retained ten percent. If, for any reason, the County should delay testing and acceptance, then final payment shall be due and payable 60 days after completion of all items of the contract unless such tests and acceptance are delayed or withheld due to defective equipment or improper operation of the equipment supplied by the Contractor.

The Contractor shall, by affidavit, submit to the Architect a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment

shall relieve the County from any and all claims or liabilities on the part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: no money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.
2. For all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be performed or any change in the specifications is deemed necessary, the County may issue to the Contractor written instructions directing that such extra and/or additional work be performed. Compensation to the Contractor will be calculated as an addition to or deduction from the total Contract price, based upon such written terms as may be established by the Public Works Director and/or his designated representative on the basis of the contracted prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this contract, or for liquidated damages. The County is by this contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against all suits for patent infringement on materials, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

SUBCONTRACTING: No part of the work covered by this Contract shall be sublet by the Contractor.

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

The contractor shall also be responsible for acquisition of all relevant and required permits from the Missouri Department of Natural Resources to perform any of the work required in the contract.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the contractor, when requested to do so, with a completed Missouri Project Exemption Certificate and Missouri Tax Exemption letter for Boone County, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to insure that no sales or use taxes are included in the invoices and that the county pays no sales/use taxes from which it is exempt. The contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RS MO not otherwise herein specified. The contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

GENERAL REQUIREMENTS

MATERIAL AND WORKMANSHIP: All materials provided by Contractor shall be new material of high quality, which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

SPECIFICATIONS: The Contractor shall keep at the jobsite a copy of the specifications and shall at all times give the County and the Architect access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to the Architect, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Architect shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.

PROTECTION OF WORK: The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions, which might prevent unusual hazard.

REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION: The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Architect, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Architect, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

INTERFERENCE: All work scheduled by the Contractor shall be planned with the consent of the Owner's Representative and shall not in any way interfere with any everyday use and function of the building. The Owner reserves the right to temporarily suspend work by the Contractor should Court Services require such temporary suspension, such as Trials, Juror Deliberation, noise or odors generated by the Contractor.

METHOD OF PAYMENT: The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

BID BOND: Each bid response shall be accompanied by a proposal guaranty equaling 5% of the total amount of the bid. The bond shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the bidder that if his bid be accepted, he will within ten (10) days after receipt of notice of such acceptance, enter into a contract and furnish a Performance Bond/Labor and Material Payment Bond to do the work advertised; and, in case of default, forfeit such bid bond.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

**BID NUMBER 20-18MAY04
RECARPET CLERKS OFFICE
BOONE CO. COURTHOUSE
705 E. WALNUT ST.
COLUMBIA MO 65201**

in accordance with drawings and specifications prepared by the County of Boone Public Works Department, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully pay all prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules and rates specified by regulation there under, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, on this _____ day of _____, 2004.

	(Contractor)	_____
(SEAL)		BY: _____
	(Surety Company)	_____
(SEAL)		BY: _____
	(Attorney-in-Fact)	
	(Missouri Representative)	BY: _____

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
as Principal, hereinafter called Contractor, and _____,
a corporation organized under the laws of the State of _____,

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

_____ DOLLARS

(\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER 20-18MAY04
RECARPET CLERKS OFFICE
BOONE CO. COURTHOUSE
705 E. WALNUT ST.
COLUMBIA MO 65201**

in accordance with drawings and specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the

materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these presents to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 2004.

CONTRACTOR : _____ (Seal)

BY: _____

SURETY COMPANY: _____

BY: _____ (Attorney-in-Fact) (Seal)

BY: _____ (Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond).

SECTION 1.01 SCOPE AND SUMMARY OF WORK

It is the intention of Boone County Commission, hereinafter referred to as the Owner, to publicly advertise, receive bids and let a construction contract to Replace Clerks Office Carpet, Boone County Courthouse, 705 E. Walnut Street, Columbia, MO 65201.

Construction contracts will cover all work shown, contemplated and specified in the Project Manual in order to complete this project to include:

1. Accomplish work after 5pm Monday thru Friday and 7:00am thru 5:00pm Saturday and Sunday. The Clerks Office including all workstations shall remain in continuous uninterrupted operation during the project. Work shall not be permitted to occur 8:00am thru 5:00pm Monday thru Friday, except without specific approval of the Owner's Representative. Contractor access and exit shall comply with the requirements of the Facilities Maintenance Department and the Courthouse Marshall's Office. Contractor parking shall comply with the requirements of the Facilities Maintenance Department and the Courthouse Marshall's Office.
2. Painting of existing walls shall occur before carpet tile installation.
3. Remove existing carpeting, prep existing floor and install new carpet tile in phased quadrants as shown on the drawings. Panelized workstations shall be jacked and lifted to allow carpet removal and new carpet tile installation. If carpet tiles cannot be installed within the phased quadrant overnight, the contractor may allow bare concrete floor to be exposed until the next day's work period when carpet tile can be laid.

SECTION 1.02 INVITATION FOR BIDS

The Boone County Commission will receive sealed bids for the construction of all work incidental to Recarpet Clerks Office, Boone County Courthouse, 705 E. Walnut Street, Columbia MO 65201 as described in the specifications. This project will be constructed under a single prime contract with the Owner and all bids will be received on a lump sum basis. Each proposal shall include all labor, material and services necessary to complete the project in strict accordance with the construction documents and project manual.

General prime contract consists of, but is not limited to, site work and all items as described in the bidding documents.

Complete sets of bidding documents, including plans and specifications, are on file at the Boone County Purchasing Office, Boone County Johnson Building, Second Floor, 601 E. Walnut, Columbia, MO 65201.

Copies of the bid documents may be obtained on or after April 20, 2004 from the Purchasing Director's Office, Boone County Johnson Building, 601 E. Walnut, Room 209, Columbia MO 65201. The bidding documents will be returned in good condition (with no markings) within ten (10) days after bid due date.

Bid Guaranty or Bid Bond:

1. The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid, and at the option of the bidder, may be a certified check, bank draft, U.S. Government Bonds (at par value), or a bid bond secured by a guaranty company or a surety company in the form attached. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to Boone County. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Contract and the furnishing of insurance certificates performance and payment bond or bonds by the successful bidder, all as required by the specifications
2. Revised bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid, guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.
3. In case bid guaranty is in the form of a certified check, bank draft, or U.S. Government Bonds, the Owner may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts, or the amount thereof, and U.S. Government Bonds of successful bidders, will be returned as soon as practicable after the opening of bids.

The successful bidder will be required to furnish and pay for 100% Performance Bond and Labor and Payment bond.

The Owner reserves the right to reject any or all bids or to waive any informalities in the bidding process. The Owner is not obligated to accept the lowest or any other bid. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

The wage rates applicable to this project have been pre-determined as required by law and are set forth in the bid proposal. When federal wage rates are applicable and included, this contract is subject to the "A Work Hours Act of 1962", (P.L. 87-581: 76 Stat. 357) and implementing regulations.

The Owner hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The bidder will insure that

Disadvantaged Business enterprises will have the opportunity to participate in the performance of this contract and/or any subcontracts.

SECTION 1.03 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- A. BID FORMS: Attention is directed to the fact that these specifications include a complete set of bidding and contract forms. These are for the convenience of bidders and are NOT TO BE DETACHED FROM THE SPECIFICATIONS, FILLED OUT, OR EXECUTED. One copy of the Bidding Package (Bid Response, Bid Bond and Statement of Bidders Qualification) are furnished. Contractor shall submit two copies of the Bidding Package for the bid. One copy shall be retained by the bidder for his records. Both submitted copies shall be signed.
- B. PROPOSALS
1. ALL BIDS must be submitted on forms furnished to the Bidder and shall be subject to all requirements of these bound specifications, including all drawings, and this Supplemental Instructions to Bidders, etc.
 2. THE CONTRACTS will be based upon the completion of the work according to these bound specifications and the drawings, together with all Addenda thereto, under the lowest proposal submitted by a responsible bidder, irrespective of the options permitted by the Contract which the bidder chooses to use. The Owner has determined, by its inclusion of the options, that any of the requested options are equally acceptable. The bidders, therefore, are requested to submit only lowest proposal for the work to be performed.
- C. PERFORMANCE AND PAYMENT BONDS, EXECUTION OF CONTRACT
1. SUBSEQUENT TO THE AWARD, and within ten (10) days after the prescribed forms are presented for signature, the successful bidder(s), shall execute and deliver to the Owner, a contract in the form included in the specifications in such number of counterparts as the Owner may require. Separate contract forms, in lieu of those found in the specifications, shall be used for this purpose.
 2. HAVING SATISFIED all conditions of award as set forth elsewhere in these documents, the successful bidder(s), General Contractor(s), [and at General Contractor's option, major subcontractor(s) with contract amounts of ten thousand dollars (\$10,000) or greater], shall within the period specified in 1.03-C.1. above, furnish a Performance Bond and a Labor and Material Payment Bond, each in a principal sum of at least one hundred percent (100%) of the amount of the contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to who the contractor(s) may become legally indebted for labor, materials, tools, equipment or services, of any nature, employed or used by him in performing the work. Such bonds shall be in the form of bonds included in the specifications and shall bear the same date as, or a date subsequent to, the date of the contract.
 3. ON EACH SUCH BOND, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.
 4. THE FAILURE of any successful bidder(s) to execute such contract and to supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as allowed by the Owner, shall constitute a default and the Owner may either award the contract to the next responsible bidder or re-advertise for bids and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds that amount of the bid guaranty.
- D. DIRECTIONS FOR PREPARATION AND EXECUTION OF BID, PERFORMANCE AND PAYMENT BONDS
1. THE SURETY on the bond for any bid or for the performance of the Contract may be any corporation authorized and qualified to act as surety in the State where project is located, or two (2) responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.

2. THE NAME, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, each party shall sign the bond with his usual signature on the line opposite the seal.
 3. IF THE PRINCIPALS are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
 4. THE SIGNATURE of a witness shall appear in the appropriate place attesting the signature of each individual party to the bond.
 5. IF THE PRINCIPAL of surety is a corporation, the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
 6. THE OFFICIAL character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate, there may be attached to the bond, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
 7. EACH INDIVIDUAL SURETY shall justify, under oath, according to the form appearing on the bond, before an officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate shall be furnished, as to his official character.
 8. THE CERTIFICATE OF SUFFICIENCY shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the State where project is located acceptable to the Owner.
 9. THE DATE of the bond must not be prior to the date of the instrument for which it is given.
- E. AWARD OR REJECTION OF BID: The Owner reserves the right to reject any or all bids and to waive any irregularity therein.
- F. PREVAILING WAGES AND RATES: Prevailing Wage Rates **are** required for this project.
- G. REQUESTS FOR MATERIAL SUBSTITUTIONS on an approved equal basis shall be received by the Owner's Representative only during the Bidding Phase. Each request must be received in writing with catalog cuts and technical information, evaluated by the Owner's Representative, and approved or rejected on addenda. No request for material substitution will be reviewed thereafter.

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish and install rubber base as described in Contract Documents.

1.2 REFERENCES

- A. [American Society for Testing and Materials](#)
 - 1. ASTM F 1861-00, □Standard Specification for Resilient Wall Base.

1.3 SUBMITTALS

- A. [Product Data](#)
 - 1. Manufacturer's literature or cut sheet on base and adhesive.
 - 2. Color selections.

1.4 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Store materials at not less than 70 deg F for at least 24 hours before using.
 - 2. Do not apply in temperatures below 70 deg.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Base
 - 1. Molded or extruded meeting requirements of ASTM F 1861, Type TP -
 - a. Thermoplastic rubber, free from objectionable odors, blisters, cracks, and other defects affecting appearance or serviceability of rubber, and not containing fabric.
 - b. Color pigments used shall be highly fade-resistant, insoluble in water, and resistant to light, alkali, and cleaning agents.
 - c. Colors as selected by Architect from Manufacturer's standard colors.
 - 2. Size - 1/8 inch by 4 inch.
 - 3. Use preformed external corners, butt joint interior corners.
 - 4. Style - Coved, Coilstock.
 - 5. [Approved Manufacturers](#) -
 - a. Burke Mercer Flooring Products, San Jose, CA (800) 669-7010 or (408) 297-3500 www.burkemercer.com
 - b. Johnsonite Flooring Products Div, Chagrin Falls, OH (800) 899-8916 or (440) 543-8916 www.johnsonite.com
 - c. Marley Flexco Company, Tuscumbia, AL (800) 633-3151 or (256) 383-7474 www.marleyflexco.com
 - d. Roppe Rubber Corporation, Fostoria, OH (800) 537-9527 or (419) 435-8546 www.roppe.com
 - e. Vinyl Plastics Inc VPI, Sheboygan, WI (800) 874-4240 or (920) 548-4664 www.vpicorp.com
- B. Adhesive - Best for work as recommended by Manufacturer.

PART 3 EXECUTION

3.1 PREPARATION

- A. Surface to receive base shall be sound, clean, free from foreign matter, tightly nailed, and dry. Remedy cracks and minor irregularities in accordance with Manufacturer's recommendations. Do not start work until defects are corrected.

- B. Remove existing base taking caution not to remove paper from gypsum board.

3.2 INSTALLATION

- A. Install in manner to produce smooth, even finished surfaces tightly jointed and accurately aligned.
 - 1. Fit base tightly. Use fillers where necessary. Fit neatly against projections, piping, electrical service outlets, etc.
 - 2. Secure base with specified adhesive. Cement base substantially to vertical surfaces including cabinet work base.
 - 3. Line up top and bottom lines of base throughout.
 - 4. Roll base until firm bond has been established. Leave level, free from buckles, cracks, and projecting edges.
 - 5. In wall runs longer than 12 inches, install no lengths of base shorter than 12 inches long.

3.3 ADJUSTING

- A. Inspect and make necessary adjustments within one month after mechanical heat or other heat has been supplied continuously in finished areas.

3.4 PROTECTION

- A. Keep traffic away until adhesive has set.

END OF SECTION

SECTION 09682 CARPET TILE

PART 1 GENERAL

1.1 SUMMARY

- A. Related Work
 - 1. Section 1.01 – Scope and Summary of Work. Contractor shall accomplish work only within listed work times.

1.2 SUBMITTALS

- A. **Product Data**
 - 1. Manufacturer's literature
 - 2. Color and style selection
- B. **Quality Assurance / Control** - Manufacturer's written installation instructions

1.3 MAINTENANCE

- A. Extra Materials - Leave two new cartons of carpet tiles, all opened cartons and extra pieces as attic stock. Tie securely and wrap in protective cover.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Carpet Tile:
 - 1. Manufacturer - Blue Ridge Commercial Carpet, PO Box 507, Ellijay, GA 30540706 276 2001, fax 706 276 2005, www.blueridgecarpet.com
 - 2. Style - B-226 Brook
 - 2. Color - 2077 Titan Blue
 - 3. Size - 18 inches square
 - 4. Construction – Textured Pattern Loop
 - 5. Yarn – 100% BASF Zeftron 2000 Nylon contains post industrial and/or post consumer recycled content. Treated with a stain protector and soil repellent.
 - 6. Dye Method – Solution Dyed
 - 7. Primary Backing – 100% Synthetic
 - 8. Yarn Ply – 3 Ply
 - 9. Tufted Yarn Weight – 28 Ounces Per Sq. Yd. (949 g/m₂)
 - 10. Finished Pile Thickness – Approximately .103 inch (2.62 mm)
 - 11. Stitches Per Inch – 10 (3.94 stitches/cm)
 - 12. Machine Gauge – 1/12" (4.72 rows/cm)
 - 13. Density Factor – 9,000
 - 14. Traffic Class – Extra Heavy Commercial III
 - 15. Flooring Radiant Panel – Passes ASTM E-648 Class 1. Has an Average Critical Radiant Flux of Greater than .45 Watts per Square Centimeter.
 - 16. Smoke Density (NBS Smoke Chamber) – Passes NFPA 258. Has Maximum Specific Optical Density of 450 or less.
 - 17. Secondary Backing – PowerLock®
 - 18. Dye Lot Size – Up to 20,000 Square Yards
 - 19. Pattern Repeat – 24" W x 19.25" L
 - 20. Wear Warranty – 10 Year
 - 21. Stain Removal Guarantee – 10 Year
 - 22. Static Warranty – Useful Life
 - 23. Colorfastness To Light – 10 Year
 - 24. Colorfastness To Atmospheric Contaminants – 5 Year
 - 25. Recycling Program – Qualifies for BASF 6ix™ Again Program
 - 26.CRI – Indoor Air Quality Testing Program – Passes Certification No. 16654078

PART 3 EXECUTION

3.1 PREPARATION

- A. Verify that painting has been completed before recarpeting work is scheduled to begin.
- B. Remove existing carpeting, prep existing floor and install new carpet tile in phased quadrants as shown on the drawings. Panelized workstations shall be jacked and lifted to allow carpet removal and new carpet tile installation. If carpet tiles cannot be installed within the phased quadrant overnight, the contractor may allow bare concrete floor to be exposed until the next day's work period when carpet tile can be laid.

- C. Contractor shall be responsible for moving Owner's furnishings, i.e., files, chairs, bookcases, copiers, etc. and returning Owner's furnishings back to original location in order to accomplish the work.
- D. Surfaces for re-carpeting:
 - 1. Remove paint, sealer, grease, oil and other materials incompatible with carpet adhesive.
 - 2. Patch cracks, holes, and irregularities with specified material to provide a smooth, level surface.
 - 3. Grind or fill floor to receive carpet as required to provide suitable surface for laying carpet.
 - 4. If powdery surface is encountered, seal using sealer compatible with adhesive to provide suitable for glue-down installation.
- E. Floor Preparation - prepare floor substrate in accordance with Carpet And Rug Institute (CRI) best practices to receive carpet installation and to provide installation that meets Carpet Manufacturer's warranty requirements.
- F. Install reflectorized striped safety tape on edges of existing carpeting to exposed concrete during phased work.
- G. Install vinyl base after carpet tile installation
- H. Install ripple/wave carpet tile pattern in north-south direction throughout all recarpeted areas. Do not install carpet tile in alternating pattern.
- I. Touch-up newly painted walls under this contract before requesting the Substantial Completion inspection.

END OF SECTION

SECTION 09923 PAINTED INTERIOR GYPSUM BOARD

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Preparing and finish painting following existing interior gypsum board surfaces as described in Contract Documents:
- a. All existing painted wall surfaces, except behind existing workstations to remain.
 - 2. Work excluded from Contract:
 - a. Existing hollow metal door frames.
- B. Related Sections
 - 1. Section 09901 - General Painting Requirements

1.2 SEQUENCING

- A. Paint all existing wall surfaces before carpeting is replaced.
- B. Remove existing covered vinyl base before painting.

1.3 REFERENCES

- A. SSPC-SP 1 - Solvent Cleaning.
- B. SSPC-SP 2 - Hand Tool Cleaning.
- C. SSPC-SP 3 - Power Tool Cleaning.
- D. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01330, Submittal Procedures.
- B. Product Data: Manufacturer's data sheets on each paint and coating product should include:
 - 1. Product characteristics
 - 2. Surface preparation instructions and recommendations
 - 3. Storage and handling requirements and recommendations
 - 4. Application methods
 - 5. Cautions
- C. Selection Samples: Submit 6"x6" (or larger) samples that match existing color and sheen.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:
 - 1. Product name, type (description)
 - 2. Application & use instructions
 - 3. Surface preparation
 - 4. VOC content
 - 5. Environmental issues
 - 6. Batch date
 - 7. Color number

- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturers instructions. Protect from freezing.
- C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Approved Manufacturer: The Sherwin-Williams Company, 101 Prospect Avenue NW, Cleveland, OH 44115, Tel: (800) 321-8194, Fax: (216) 566-1392 or pre-bid approved equal.

2.2 APPLICATIONS/SCOPE

- A. Surfaces To Be Coated: Existing Drywall.
 - 1. Latex Systems
 - a. Eg-Shel / Satin Finish
 - 1st Coat: S-W ProMar 200 Latex Eg-Shel, B20W2200 Series
 - 2nd Coat: S-W ProMar 200 Latex Eg-Shel, B20W2200 Series (4 mils wet, 1.6 mils dry per coat)
 - 2. Match color of existing painted wall.

2.3 MATERIALS - GENERAL REQUIREMENTS

- A. Paints and Coatings - General:
 - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 - 2. For opaque finishes, tint first coat one-half shade lighter than final finish coat.

2.4 ACCESSORIES

- A. Coating Application Accessories:
 - 1. Provide all sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required per manufacturer's specifications.

PART 3 EXECUTION

3.1 APPLICATION

- A. General - See appropriate paragraphs of Section [09901](#).

3.2 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared. Notify Architect of unsatisfactory conditions before proceeding

3.2 SURFACE PREPARATION:

- A. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Remove any mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
- C. Methods
 - 1. Existing Painted Interior Drywall:
 - a. Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Remove deteriorated existing paint down to sound substrate by scraping or sanding. Feather edges of existing paint by sanding to be smooth with adjacent surfaces. Spackle and tape cracks. Sand to smooth finish and spot prime.

3.3 INSTALLATION

- A. Apply all coatings and materials with manufacture specifications in mind. Mix and thin coatings according to manufacture recommendation.
- B. Do not apply to wet or damp surfaces.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Paint all existing painted drywall surfaces except those behind inaccessible objects, workstations, stationary shelving, etc.

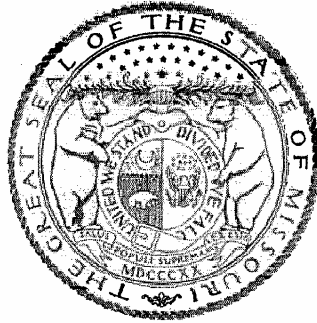
3.4 PROTECTION

- A. Protect existing workstations, shelving, equipment and finished coatings from damage until completion of project.
- B. Remove any paint splatters from Owner's workstations, shelving or equipment.
- C. Touch-up damaged coatings after substantial completion, following manufacture's recommendation for touch up or repair of damaged coatings.

END OF SECTION

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



BOB HOLDEN, Governor

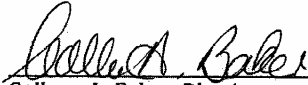
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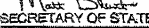
Section 010
BOONE COUNTY

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.

RECEIVED & FILED

MAR 10 2003


Colleen A. Baker, Director
Division of Labor Standards

Filed With Secretary of State: 
SECRETARY OF STATE

Last Date Objections May Be Filed: _____

APR 09 2003

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$15.00	FED		\$1.04
Boilermaker	9/03		\$27.51	57	7	\$14.23
Bricklayers - Stone Mason			\$23.65	59	7	\$7.35
Carpenter	3/03		\$19.03	60	15	\$7.86
Cement Mason	3/03		\$18.07	9	3	\$8.66
Electrician (Inside Wireman)			\$23.73	28	7	\$9.06 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$28.655	26	54	\$8.115
Operating Engineer						
Group I	5/03		\$22.62	86	66	\$13.03
Group II	5/03		\$22.62	86	66	\$13.03
Group III	5/03		\$21.37	86	66	\$13.03
Group III-A	5/03		\$22.62	86	66	\$13.03
Group IV	5/03		\$23.32	86	66	\$13.03
Group V	5/03		\$24.62	86	66	\$13.03
Pipe Fitter			\$27.41	91	69	\$10.33
Glazier			\$24.31	87	31	11.71 + 13.2%
Laborer (Building):						
General			\$15.87	110	7	\$7.33
First Semi-Skilled			\$17.47	110	7	\$7.33
Second Semi- Skilled			\$16.87	110	7	\$7.33
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$23.65	59	7	\$7.35
Millwright	3/03		\$20.03	60	15	\$7.86
Iron Worker	8/03		\$21.87	11	8	\$13.00
Painter	2/04		\$19.19	18	7	\$5.58
Plasterer	3/03		\$17.43	94	5	\$8.11
Plumber	7/03		\$22.23	91	69	\$10.12
Pile Driver	3/03		\$20.03	60	15	\$7.86
Roofer	10/03		\$23.70	12	4	\$7.76
Sheet Metal Worker	7/03		\$23.03	40	23	\$8.65
Sprinkler Fitter	4/03		\$27.09	33	19	\$10.65
Terrazzo Worker			\$23.65	59	7	\$7.35
Tile Setter			\$23.65	59	7	\$7.35
Truck Driver - Teamster						
Group I	3/03		\$19.80	101	5	\$5.25
Group II	3/03		\$20.45	101	5	\$5.25
Group III	3/03		\$19.95	101	5	\$5.25
Group IV	3/03		\$20.45	101	5	\$5.25
Traffic Control Service Driver						
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

Building Construction Rates for
BOONE County Footnotes

Section 010

OCCUPATIONAL TITLE	Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**BOONE COUNTY OVERTIME SCHEDULE – BUILDING CONSTRUCTION
REPLACEMENT PAGE**

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. 9: Means 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 hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 7:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

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

NO. 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.**

**BOONE COUNTY OVERTIME SCHEDULE – BUILDING CONSTRUCTION
REPLACEMENT PAGE**

NO. 28: Means eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch, shall constitute a day's work five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. **Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.**

NO. 33: Means the standard work day 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, 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. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1 ½) 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.

ANNUAL WAGE ORDER NO. 10

**BOONE COUNTY OVERTIME SCHEDULE – BUILDING CONSTRUCTION
REPLACEMENT PAGE**

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

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1 ½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting 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 work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**BOONE COUNTY OVERTIME SCHEDULE – BUILDING CONSTRUCTION
REPLACEMENT PAGE**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (1/2) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular work week shall consist of forty (40) hours of five (5) work days, Monday through Friday. The work week may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1 ½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1 ½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 94: Means eight (8) hours shall constitute a days work between the hours of 8:00 a.m. and 5:00 p.m. 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 work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, 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 Monday and end on Friday. 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 regular starting time (and resulting quitting time) may be moved forward two (2) hours to 6:00 a.m. or the starting time (and resulting quitting time) may be delayed one (1) hour to 9:00 a.m. 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 a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day 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 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. Make-up days shall not be utilized for days lost due to holidays.

NO. 110: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

ANNUAL WAGE ORDER NO. 10

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

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

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

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

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said day shall be at the double (2) time rate.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

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

NO. 54: All work done on New Year's, Memorial Day, Independence Day, Labor 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. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

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

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

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/03	\$24.03	7	16	\$7.84
Millwright	5/03	\$24.03	7	16	\$7.84
Pile Driver Worker	5/03	\$24.03	7	16	\$7.84
OPERATING ENGINEER					
Group I	5/03	\$21.70	21	5	\$13.00
Group II	5/03	\$21.35	21	5	\$13.00
Group III	5/03	\$21.15	21	5	\$13.00
Group IV	5/03	\$17.50	21	5	\$13.00
Oiler-Driver	5/03	\$17.50	21	5	\$13.00
LABORER					
General Laborer	5/03	\$20.32	2	4	\$7.03
Skilled Laborer	5/03	\$20.92	2	4	\$7.03
TRUCK DRIVER - TEAMSTER					
Group I	5/03	\$23.07	22	19	\$6.00
Group II	5/03	\$23.23	22	19	\$6.00
Group III	5/03	\$23.22	22	19	\$6.00
Group IV	5/03	\$23.34	22	19	\$6.00

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 2: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate to complete forty (40) hours of work in a week. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. Time & one-half (1½) shall be paid for all hours in excess of eight (8) hours per day (if working 5-8's) or ten (10) hours per day (if working 4-10's), or forty (40) hours per week, Monday through Friday. For all time worked on Saturday (unless Saturday or any portion of said day is worked as make-up to complete forty hours), time and one-half (1½) shall be paid. For all time worked on Sunday and recognized holidays, double (2) time shall be paid.

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

NO. 21: Means the regular work week shall consist of five (5) eight (8) hour days, Monday through Friday. The regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. The Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours per work week. Overtime will be at one and one-half (1 ½) times the regular rate. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**BOONE COUNTY
HOLIDAY SCHEDULE - HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the double time rate of pay. When a holiday falls on a Sunday, Monday shall be observed.

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

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. 19: 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. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

REPLACEMENT PAGE

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
*Journeyman Lineman	\$28.28	\$3.25 + 41.3%
*Lineman Operator	\$25.32	\$3.25 + 41.3%
*Groundman	\$20.04	\$3.25 + 41.3%

UTILITY WORK

Occupational Title	Basic	Total
	Hourly Rate	Fringe Benefits
*Journeyman Lineman	\$27.27	\$3.25 + 37.3%
*Lineman Operator	\$23.54	\$3.25 + 37.3%
*Groundman	\$18.20	\$3.25 + 37.3%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 10

7/03

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