



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **35-27AUG13**

Commodity Title: **Concrete Bridge Deck Sealing Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, August 27, 2013**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Purchasing Department is located on the Northeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, August 27, 2013**

Time: **1:30 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Purchasing Department is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Pre-Bid Conference

Day / Date: **Tuesday, August 20, 2013**

Time: **10:00 A.M.**

Location / Mail Address: **Boone County Government Center, Room 332
801 E. Walnut
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
- Attachment A Statement of Bidders Qualifications
- Attachment B Product Information
 - Instructions for Compliance with House Bill 1549
 - Work Authorization Certification
 - Certification of Individual Bidder
 - Individual Bidder Affidavit
 - Debarment Certificate
 - Sample Labor and Material Payment Bond
 - Standard Terms and Conditions
 - Prevailing Wage Order 20
 - Affidavit of Compliance with OSHA
 - Affidavit of Compliance with the Prevailing Wage Law
 - No Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
 - 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
 - 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com.

Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to perform the preparation and sealing on concrete bridge decks and support structures in Boone County, as directed by Boone County Personnel.
 - 2.1.1. The contractor will be responsible for installation of Star Macro-Deck, manufactured by S.T.A.R., Inc. on concrete bridge decks, abutments, and other structural surfaces, as selected by Boone County.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **the date of award through December 31, 2013 and may be automatically renewed for up to an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
 - 2.2.1. **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3. **QUANTITY** – Up to 10,000 SY of concrete bridge surfaces may be treated through the exercising of this contract for the first year. Individual bridges vary from 60 SY to 800 SY, with an average size of 225 SY. The County will select the bridges from across the County on an as-needed basis. Application rates will vary for each bridge based on its surface type and condition but shall not be less than that recommended by the manufacturer. The square yardage is an **estimate only**, and as such does not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities estimated as needed. The County does not guarantee a minimum quantity.
 - 2.3.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.3.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 15 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.4.1 **PAYMENT BOND** – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$25,000.00. Contractor shall provide the Payment Bond within thirty (30) days of the request by County. A sample Payment Bond is attached hereto and incorporated herein by reference.
- 2.5. **PRICING** – Concrete Bridge Deck Sealing will be paid by the square yard of deck and structural surface prepared and treated per specifications, along with an appropriate percentage of the entire anticipated project cost for the procurement of a Payment Bond by Contractor, when appropriate. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.5.1. **Method of Measurement and Basis of Payment** – The sealer shall be paid for in accordance with these specifications. Measurement and payment for materials and installation of sealer shall be included in the Square Yard bid price as listed on the Bid Form.
 - 2.5.2. Costs associated with surface preparation, cleaning, traffic control, mobilization and all other tasks shall be included in the sealer installation bid price.

- 2.6. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the technical specifications included in this document.
- 2.6.1. **Materials** - Sealer shall be Star Macro-Deck concrete bridge deck sealer.
- 2.6.2. Contractor to mix sealer with an equal volume of clean potable water (1:1) for all concrete bridge decks, and shall apply sealer as supplied for other structural surfaces, per manufacturer's recommendation.
- 2.6.3. **Installation** –Before beginning work, the Contractor is required to demonstrate to the satisfaction of a County representative, his competence in applying the sealant in accordance with the manufacturer's and Boone County's specifications.
- 2.6.4. Contractor to prepare surface and install solution per manufacturer's recommendation. Surfaces shall be prepared by high pressure power washing, and be fully dry prior to applying the sealant.
- 2.6.5. Care shall be taken to avoid over spray or over rolling of material. Contractor will be responsible for any damage done to vehicles or other nearby surfaces.
- 2.6.6. Bridges may be restricted to one lane of traffic during preparation and installation. Contractor shall install traffic control devices per the current edition of the Manual for Uniform Traffic Control Devices (MUTCD.)
- 2.6.7. **Warranty** - The material and work done by the contractor is expected to last several years. However, if deficiencies arise within a 1 year period, the Contractor shall replace all defective areas in accordance with this contract and specifications at no additional cost to the County.
- 2.7. **BIDDERS RESPONSIBILITIES**
- 2.7.1. It is the bidder's responsibility to be familiar with the product, site preparation, and application processes. Any questions should be raised at least 10 days prior to the bid opening.
- 2.7.2. All work done under this term and supply will be inspected by Boone County personnel.
- 2.8. **BIDDERS EXPERIENCE AND QUALIFICATIONS** – The bidder shall include in the response, written documentation of their qualifications to perform the work. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of **Attachment A**.
- 2.9. **SCHEDULING** – Work shall be done while conditions are compatible with manufacturer's recommendations. All work shall be completed in a timely manner agreed upon by the Contractor and County, but should generally assume that all work, including preparation, on each individual bridge should be complete within 1 or 2 days, and within 14 days from notice by the County for each bridge. Whenever possible, multiple bridges within a geographic area will be selected to allow phasing of activities at multiple sites.
- 2.10. **PREVAILING WAGE – PREVAILING WAGE IS REQUIRED AS PART OF THIS PROJECT.** See attached current prevailing wage Annual Wage Order Number 20.
- 2.10.1. This contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate(s) for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.10.2. 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.
- 2.10.3. 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.
- 2.10.4. **Records** - The Contractor and each Subcontractor shall keep an accurate record showing 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 representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

- 2.10.5. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.10.6. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) 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 or by any Subcontractor under them.
- 2.10.7. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor 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, Section 290.210 to 290.340 RSMo.
- 2.10.8. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission 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 such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.11. **Insurance Requirements:** 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, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.11.1. **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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.

- 2.11.2. **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 and any subcontractor performing work covered by this contract, 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 for any subcontractor 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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included
- The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, 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.
- 2.11.3. **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.
- 2.11.4. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.11.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor 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.

- 2.12. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption 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 RSMo. 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.
- 2.13. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.14. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management Department at the following address: 801 E. Walnut, Room 315, Columbia, MO 65201. Payment shall be made within 30 days of receipt of a complete invoice.
- 2.15. **DESIGNEE** – Boone County Resource Management Department
- 2.16. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymmo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. PRICING

DESCRIPTION	2013 Unit Price	1 st 1 Year Max. Renewal Increase	2 nd 1 Year Max. Renewal Increase
Sealing of Concrete Bridge Decks (Dilute 1:1 with water)	\$ _____ /SY.	_____ %	_____ %
Sealing of Concrete Support Structures (Do not dilute)	\$ _____ /SY.	_____ %	_____ %

Payment Bond pricing (as a percentage of total projected project cost): _____%*
 *This will be required whenever the estimated project cost exceeds \$25,000.00

- 4.8. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
 _____ Yes _____ No

4.9. **Please Note: Bidders should include all information required in Section 2.8. with their bid response.**

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: _____

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

3. General type of work performed:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefor:

5. List references:

Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)



STAR MACRO-DECK
Specialty Penetrant and Sealer for Concrete Bridge Decks

GENERAL DESCRIPTION

STAR MACRO-DECK protects concrete bridge decks against salt and damage from chemicals. STAR MACRO-DECK quickly penetrates concrete surfaces and forms a rubber network in the interstices that stops water, chloride de-icing chemicals, salt, and other damaging elements from entering the concrete surface.

OUTSTANDING FEATURES

- Inhibits chloride de-icing chemicals, salt and damage from chemicals to concrete.
- Maintains flexural and tensile strength of the concrete.
- Very easy to apply. Very fluid, water like consistency.
- Water- based, safe to handle and easy to store.
- Non-flammable.

RECOMMENDED USES

On all types of concrete surfaces,
Concrete bridge decks, support structures, guard walls.
Median dividers, curbs.
Grain elevators.
Sanitary sewer.
Masonry walls and floors.
Airport taxiways and aprons.

PROPERTIES & SPECIFICATIONS

<u>Chemical Properties</u>		<u>Physical Properties</u>	
Polymer type	100% Acrylic	Solids, % by weight	19-21
<u>Resistant to</u>	<u>Rating</u>	Weight/gallon	8.5-8.6
Water/salt	Excellent	Viscosity, cps.	60-70
Chloride de-icing chemicals	Excellent	Color-	Clear or light tint
Petroleum (Hydraulic) oils	Excellent	Dry film	Transparent
Kerosene	Excellent		
Transmission Fluid	Excellent		
Fat, grease, lubricating oils	Excellent		
Resistance to many hydrocarbons, and other petrochemicals.			

DURABILITY

Estimated durability for;

Abutments	- Over 3 years
Decks	- Approx. 3 years

PENETRATION IN CONCRETE:

Surface with no cracks- 0.50 inch
Surface with minor cracks- 1.00 inch

APPLICATION NOTES

- a. **CONCRETE PREPARATION:** Concrete must be clean, free of dust, grease, grime, mold, mildew and debris. Additionally, the surface must have a profile and a certain degree of porosity for STAR MACRO-DECK to penetrate swiftly and effectively.

Smooth surfaces (including trowel finish) – Etch with muriatic acid (see detailed application specification),

Oil, Grease, etc. Remove by degreasing and washing with a detergent.

Mold, Mildew- Remove with a bleach wash or any other suitable method.

- b. **Dilution rate:** STAR MACRO-DECK shall be diluted with clean potable water. The amount of water added will vary according to the porosity, age and profile. Generally for:

Abutments: Use as supplied, dilution is not recommended.

Decks: New: Mix STAR MACRODECK with an equal volume of water (1:1).

Older Decks: Apply either at full strength or apply pre-diluted in 1:1 ratio with water.

Always add water into STAR MACRO-DECK, not vise-versa.

- c. **Application Methods:** Spray, roller or brush.

- d. **Coverage Rates:** Will vary according to dilution.
200-300 Square Feet/ gallon.

- f. **Drying Time:** Approx. 30 minutes. Will vary according to ambient conditions.

Weather Limitations:

STAR MACRO-DCEK is a water-based product therefore it must be protected from freezing.

Ground and air temperature must be 50 °F and rising prior to and after application.

Drying is retarded by high humidity and low temperatures.

Do not apply during rainy or foggy weather.

Apply at the recommended application rates. Thick applications will require more time to dry and fully cure.

PRECAUTIONS

Keep from freezing

Observe all safety precautions

Consult Material Safety Data Sheet for details

PACKAGING

5- gal. plastic pails

55 gal. Drums

275 gal. Plastic totes.

KEEP OUT OF REACH OF CHILDREN

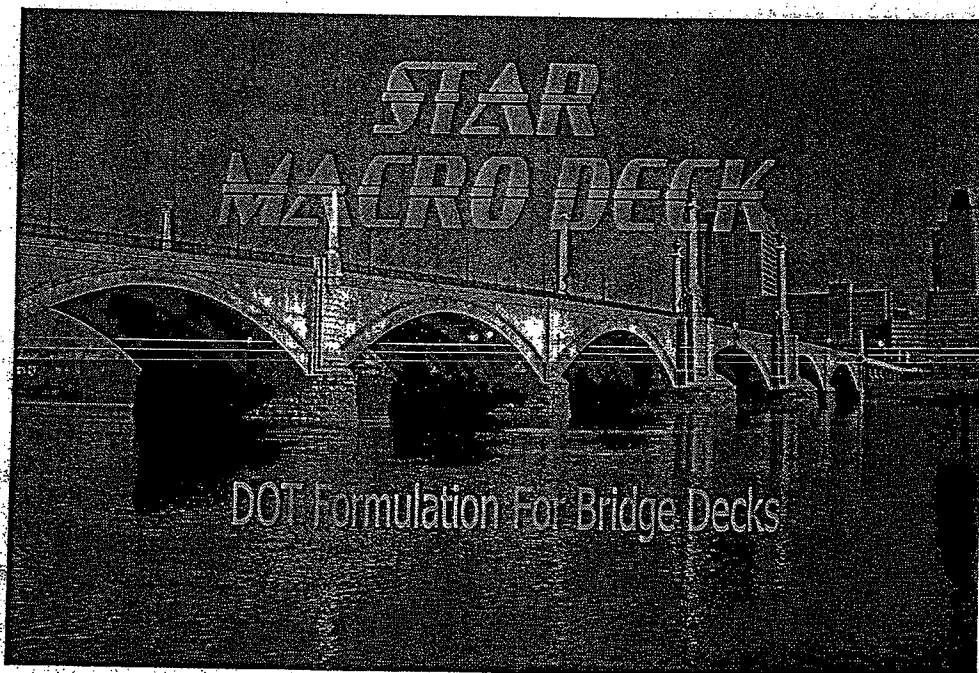
SHIPPING POINT

STAR PLANTS

APPLICATION DETAILS

STAR
SPECIALTY TECHNOLOGY AND RESEARCH

**STAR MACRO-DECK
PENETRANT & SEALANT FOR CONCRETE**



**APPLICATION DETAILS
OF METHODS AND TOOLS FOR
VARIOUS BRIDGE STRUCTURES
& OTHER SUBSTRATES.**



APPLICATION OF STAR MACRO-DECK CONCRETE BRIDGE & SUPER STRUCTURES

General Comments

STAR MACRO-DECK should be applied in the sequence noted below. The goal is to apply STAR MACRO-DECK to the structures below the bridge deck and finish the project with application on the bridge deck. This procedure will ensure efficiency and the optimum use of material.

CONCRETE PREPARATION:

- a. New concrete installations shall be allowed to cure according to the engineering specifications. Any curing compound (e.g. oil, petroleum based) shall be allowed to sufficiently weather and dissipate prior to treatment with STAR MACRO-DECK.

Perform a "water-break-free" test to confirm that surface oils have degraded and dissipated. Cast one gallon of clean water out over the surface. The water should sheet out and wet the surface uniformly without crawling or showing oil rings. If the concrete surface does not pass this test, additional time shall be allowed for surface oil degradation and dissipation.

- b. Concrete must be clean, free of dust, grease, grime, mold, mildew and debris. Additionally, the surface must have a profile and a certain degree of porosity for STAR MACRO-DECK to penetrate swiftly and effectively.

Smooth surfaces (including trowel finish) – Etch with muriatic acid according to the generally recommended practices. The etched surface shall be washed thoroughly to remove traces of muriatic acid.

Oil, Grease, etc. Remove by degreasing and washing with a detergent.

Mold, Mildew- Remove with a bleach wash or any other suitable method.

The washings shall be disposed of in accordance with the applicable regulations.

STAR MACRO-DECK is suggested to be either without dilution or diluted with clean potable water. The suggested dilution rates below are to serve as a guide only and suitable for most applications. In special situations, the project engineer will be assisted by STAR Technical Team to arrive at the right dilution rate and other application details.

1. Columns:

Tools	Use a small (C) or large diaphragm (D) pump with a telescopic extension wand.
Pressure	40+ (more than) PSI
Rate of Application	4 Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	300
Dilution rate (suggested)	Use as supplied or mix with 1:1 water.
Spray tips and spray pattern	Cone (C), Vertical Fan (V), Horizontal (H)
Drying Time, Minutes.	30+

2. Abutments (Solid support for the extremity of a bridge)

Tools	A hand pump sprayer (B) is preferred. Also a small diaphragm pump (C) may be used.
Pressure	0-40 PSI
Rate of Application	4- (less than) Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	200
Dilution rate (suggested)	Use as supplied
Spray tips and spray pattern	Cone (C), Vertical Fan (V),
Drying Time, Minutes.	90

3. Under Deck Weep Holes

Tools	A hand pump sprayer (B) with a curved wand is preferred.
Pressure	40- (less than) PSI
Rate of Application	2 Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	Apply 2 coats. Coverage rate for each coat-200 sq. ft. Per gallon
Dilution rate (suggested)	Use as supplied
Spray tips and spray pattern	Cone (C)
Drying Time, Minutes.	30-60

4. Top of the Side Walls

Tools	For the very top of the sidewalls, use a paint roller with heavy nap. For the rest of the area, a hand pump sprayer (B) or a small
-------	--

diaphragm pump (C) may be used. Avoid over-spraying on traffic below the bridge deck. Do not get the mist on vehicles. Any overspray (mist) on the grass or ground is inconsequential.

Pressure	0-40 PSI
Rate of Application	2 Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	200-250
Dilution rate (suggested)	Use as supplied
Drying Time, Minutes.	30

5. Vertical Walls

Tools	A small diaphragm (C) is the preferred tool. A roller (A), a hand sprayer (B) or a large Diaphragm pump may also be used
Pressure	40 PSI
Rate of Application	4 Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	250
Dilution rate (suggested)	Use as supplied
Spray tips and spray pattern	Vertical (V) nozzle tip
Drying Time, Minutes.	30

6. Walkways

Tools	A hand sprayer (B) is preferred. A small Diaphragm pump (C) may also be used. A 30" squeegee brush may be used to spread the material.
Pressure	40- (less than) PSI
Rate of Application	4 Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	200-300
Dilution rate (suggested)	Use as supplied or mix with 1:1 water.
Spray tips and spray pattern	Nozzle with Cone (C) in Vertical (V) spray pattern.
Drying Time, Minutes.	45

7. Bridge Decks

Tools	A large Diaphragm pump (D) is preferred. A hand pump sprayer (B), a small Diaphragm pump (C) may also be used. A 30" squeegee brush may be used to spread the material.
Pressure	40 PSI
Rate of Application	4+ (more than) Gallons/ minute
Coverage Rate, Sq. ft./ Gal.	200-300

Dilution rate (suggested)
Spray tips and spray pattern

Use as supplied or mix with 1:1 water.
Nozzle with 20 ° Horizontal (H) spray
pattern.

Drying Time, Minutes.

60+

a. Saw-cut Groove Finish

Tools

A small Diaphragm pump (C) is preferred.
A hand pump sprayer (B), a large
Diaphragm pump (D) may also be used. A
30" squeegee brush may be used to spread
the material.

Pressure

40 PSI

Rate of Application

4+ (more than) Gallons/ minute

Coverage Rate, Sq. ft./ Gal.

200-250

Dilution rate (suggested)

Use as supplied or mix with 1:1 water.

Spray tips and spray pattern

Nozzle with Horizontal (H) spray pattern.

Drying Time, Minutes.

90+

b. Raked Concrete Finish

Tools

A large Diaphragm pump (D) is preferred. A
hand pump sprayer (B), a small Diaphragm
pump (C) may also be used. A 30" squeegee
brush may be used to spread the material.

Pressure

40 PSI

Rate of Application

4+ (more than) Gallons/ minute

Coverage Rate, Sq. ft./ Gal.

250-300

Dilution rate (suggested)

Use as supplied or mix with 1:1 water.

Spray tips and spray pattern

Nozzle with Horizontal (H) spray pattern.

Drying Time, Minutes.

90+

c. Broom Concrete Finish

Tools

A large Diaphragm pump (D) is preferred. A
hand pump sprayer (B), a small Diaphragm
pump (C) may also be used. A 30" squeegee
brush (E) may be used to spread the
material. A 30" rubber squeegee (F) may
also be used.

Pressure

40 PSI.

Rate of Application

4+ (more than) Gallons/ minute

Coverage Rate, Sq. ft./ Gal.

200-300

Dilution rate (suggested)
Spray tips and spray pattern
Drying Time, Minutes.

Use as supplied or mix with 1:1 water.
Nozzle with Horizontal (H) spray pattern.
60+

NOTES (for the tabulation below)

* Nozzle tip C= Cone, V= Vertical, H= Horizontal spray patterns.

** Drying time is noted for drying under average drying conditions, 70-80 ° F and approx. 50-60% Relative Humidity.

*** Pending areas are the areas in the vicinity of the structure being treated. These areas are to be protected from over sprays on vehicles/traffic.

Other comments:

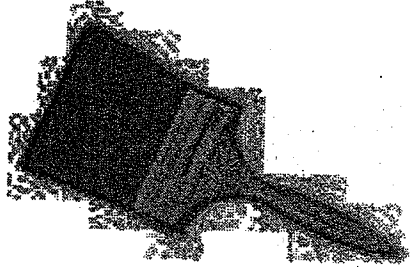
1. Optimize nozzle spray pattern/ increase droplet size to reduce over spray.
2. May not significantly lower water permeability on non-cracked Latex Modified or impregnated concrete structures.

STAR MACRO-DECK APPLICATION ON VARIOUS SUBSTRATES.

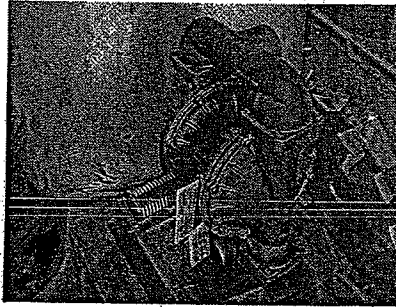
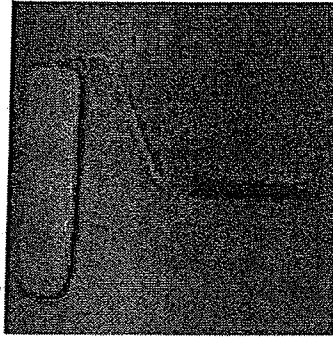
Methods of Application								
A.		Roller (Heavy Nap) / extension handle						
B.		Hand Pump Sprayer / 2-5 gal						
C.		Small Diaphragm pump/ with Hand Wand						
D.		Large Diaphragm pump/ Distributor bar & wand						
E.		30" wide squeegee brush						
F.		30" wide rubber squeegee						
G.		Paint brush						
Color codes for application methods.								
B	RED, BOLD: Preferred application tool							
B	BLUE BOLD: Alternate tool for application.							
I	BLUE, ITALICS: Supporting tool to be used							
Example- Item 7 -Saw cut groove, the preferred application tool is C small diaphragm pump and the puddles can be spread around with E, 30" brush.								
APPLICATION DETAILS BY SUBSTRATE AND METHODS								
	Area Uses	Application	Pressure PSI (+/-)	Rate of Appl. GPM (+/-)	Coverage Rate Sq. Ft./Gal. (+/-)	Macro-Deck Solids (+/-)	Spray pattern Tip Type *	Drying Minute
BRIDGE DECKS (in order of sequence)								
1	Columns	C D telescope extension wand	40 +	4	300	10-20	CVH	30 +
2	Abutments	B C	0-40	4-	200	20	C V	90
3	Under Deck Weep holes	B Curved wand	-40	2	2 coats 200 sq. ft. Per. coat.	20	C	30/60
4	Top of Side Wall	B C A Pending *** Area Below Bridge	0-40	2	200-250	20	Roll	30
5	Vertical Wall	A B C D	40	4	250	20	V	30
6	Walkways	B C E	-40	4	200-300	10-20	C V	45
7	Bridge Deck	B C D E	40	4+	200-300	10-20*	20* H	60+
	Saw Cut Groove	B C D E	40	4+	200-250	10-20	H	90+
	Raked Conc.	B C D E	40	4+	250-300	10-20	H	90+
	Broom Finish	B C D E F	40	4+	200-300	10-20	H	60+
OTHER APPLICATIONS								
	Curb/Island	B C PENDING WIDTH & AMOUNT	40	4	200-300	10-20	V	60
	Swimming Pool Deck	Conc. A B C D E F G	40	4+	200-300	10-20	V	45
	Brick/Block Rough Surface	A B C G	40	4-	200	10+	C V	90
	Wood Fence	A B C G	-40	4	-200	10+	C	30
	Wood Deck	A B G	-40	2+	+200	10+	C V	90

STAR MACRO-DECK APPLICATION TOOLS

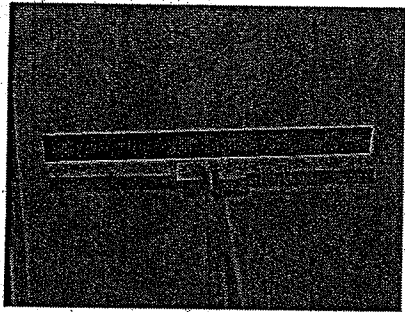
BRUSH



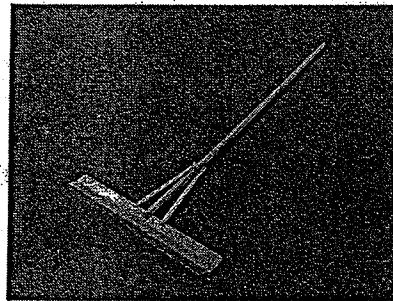
ROLLER



DIAPHRAGM PUMP



30" BRUSH



30" SQUEEGEE

MATERIAL SAFETY DATA SHEET

Manufacturer: S.T.A.R., INC.
1150 Milepost Dr.
Columbus, Ohio 43228

Emergency Phone No. CHEM-TEL 800-255-3924
Information Phone No. 614-870-0744
Date of Preparation 09/13/02
Supersedes Date 02/15/01

SECTION I- IDENTIFICATION

Product Name: STAR MACRO-DECK- Penetrant & Sealant for concrete surfaces.
Chemical Family - Latex Specialty Additive.
Chemical Name - Proprietary.
Prepared by - G.C. Dubey

H.M.I.S.
Health = 1
Fire = 1
Reactivity = 1

N/A = Data Not Available N/AP = Not Applicable

SECTION II- INGREDIENTS

Ingredients	CAS NO.	WT%	Exposure Limits (OSHA/ACGIH)	
			PEL	TLV
Water	7732-18-5	78-80	None	None
Polymer	Proprietary	18-20	None	None
Surfactants	Proprietary	1-2	None	none

SECTION III- PHYSICAL DATA

Boiling Point	Vapor Pressure	Vapor Density	Appearance	
	(mm Hg)	(Air=1)		
212-370 °F	25	0.6	Translucent, light green colored liquid with latex odor.	
Evaporation Rate	Specific Gravity	% Volatile	Freezing Point	
(Water=1)		by Weight		
1	1.03	approx.. 75%	32 °F / 0° C	
Miscibility w/Water	Threshold Odor	pH	VOC gm/liter	VOC
lb/Gal				
Infinite	N/AP	7-8	51	0.43

SECTION IV- FIRE AND EXPLOSION HAZARD DATA

Flammability Classification	Flash Point	Flammable Limits	
	(method used)	LEL	UEL
OSHA- CLASS III B DOT- NOT REGULATED	Over 200 °F	2.6	N/A

Combustion Products

Extinguishing Media

CO, CO2, Residual Monomer vapor.

Foam, Dry Chemical, CO2

Unusual Fire and Explosion Hazards: Containers may rupture due to steam pressure build up when exposed to intense heat. Product may splatter if the temperature exceeds the boiling point of water.

Special Fire Fighting Procedures: Water may be used to Cool exposed containers to prevent pressure build up and possible rupture. Wear self-contained breathing equipment and protective clothing. Water may be ineffective to control fires. If water is used, fog nozzles are preferred.

Explosive Power

Burning Rate

N/AP

N/AP

SECTION V- HEALTH HAZARD DATA

Threshold Limit Value - N/A

Routes Of Entry - Skin, eyes, inhalation, ingestion.

Effects Of Overexposure - Acute: NO Chronic: NO

ACUTE

Eyes - May cause eye irritation.

Skin - May cause irritation, material is slightly alkaline.

Inhalation - May cause nausea and headache

Ingestion - May cause nausea, cramps, vomiting, diarrhea or acute effects.

CHRONIC

No Chronic Toxicity has been established.

Medical conditions prone to aggravation by exposure: None Known.

Carcinogenic: IARC- NO NTP- NO OSHA- NO ACGIH- NO

Emergency and First Aid Procedures

Eyes- Immediately flush with plenty of water for 15 minutes, call a physician, if condition persists.

Skin- Wash thoroughly with plenty of water and soap. Remove and wash contaminated clothing.

Consult a physician if irritation persists.

Inhalation- move to fresh air, Restore breathing if required. Treat symptomatically. Consult a physician.

Ingestion- Induce vomiting only if the patient is conscious. Consult a physician or Poison Control Center immediately treat symptomatically. Show Material Safety Data Sheet (M.S.D.S.) or label.

SECTION VI- REACTIVITY DATA

Stability

Conditions to Avoid

Incompatibility

Stable

Keep from freezing.

(Materials to Avoid)

None reasonably foreseeable.

Hazardous Decomposition Products - May produce fumes when heated to decomposition, as in welding or fire. Fumes may contain CO, CO2, Hydrocarbons and other products of combustion.

Hazardous Polymerization - Will not occur.

SECTION VII- SPILL OR LEAK PROCEDURES

SARA Title III

302 - No

304 CERLA - No

313 - No.

Steps to be Taken in Case Material is Released or Spilled

Limit spread of leak or spill. Ventilate the area.
Avoid falls as the floors may become slippery when the product is spilled.
Wear approved respiratory protection. Wear suitable protective clothing, gloves and eye / face protection. Soak up with an inert absorbent material like sand or earth and pick up waste material.
Put in a sealed approved container.
Keep material out of sewers, drains and bodies of water.

The product is not considered a hazardous waste under current federal RCRA requirements.

Reportable Quantity - N/A
Regulations - N/A

TPQ (Lb.) - N/A
Hazardous Waste - N/A

SECTION VIII- SAFE HANDLING AND PROTECTION INFORMATION

Ventilation: Use local exhaust ventilation to control mists or vapors generated when using this product. Ventilation must be adequate to keep exposure below regulated limits as noted in section II.
Respiratory Protection: Appropriate respiratory protection should be selected by a qualified person if exposure is expected to be excessive.
Protective Gloves: Rubber Gloves, chemically resistant.
Eye Protection: Wear safety glasses, goggles or face shield.
Other Protective Equipment: Wear suitable protective clothing. Remove and wash contaminated clothing before re-use. A source of clean water shall be available for washing eyes and skin.
Hygienic Practices: Wash hands before eating, smoking or using washrooms. Smoke only in designated areas.

SECTION IX- SPECIAL PRECAUTIONS

1. Keep out of reach of children.
2. For professional and industrial use only.
3. Do not handle until manufacturer's safety precautions have been read and understood.
4. Use only with adequate ventilation.
5. Do not take internally.
6. Avoid contact with eyes and skin. Liquid penetrates leather and shoes causing delayed burns.
7. Wash thoroughly after using. Practice safe hygiene principles.
8. Additional Technical Data Sheets and/or M.S.D.S.'s are available upon request.
9. Store between 50-100 °F. Keep the containers tightly closed after each use.

THE RECOMMENDATIONS AND INFORMATION PROVIDED HEREIN ARE BELIEVED TO BE ACCURATE AS THE DATE HEREOF. HOWEVER, SUCH INFORMATION AND RECOMMENDATIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND AND S.T.A.R., INC. DISCLAIMS ALL LIABILITY OR LEGAL RESPONSIBILITY FOR USE AND RELIANCE UPON THE SAME.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, 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 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:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans 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 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, 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 Contact 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 present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Surety Contact Name: _____
Address: _____

Phone Number: _____

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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.

Original Signed by

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$31.26	55	60	\$19.51
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction\Lineman)			\$38.91	43	45	\$5.00 + 37.5%
Lineman Operator			\$33.59	43	45	\$5.00 + 37.5%
Groundman			\$25.97	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker			\$27.81	11	8	\$21.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofor			\$28.05	12	4	\$13.59
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

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.

**Annual Incremental Increase

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 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 6:00 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. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of 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. 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 and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 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 6:00 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 42: 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. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (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. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

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

NO. 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. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) 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 at 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. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's 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 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. 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. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

NO. 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 a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

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. When a holiday falls on Saturday, Friday is recognized as a holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence 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 following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

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

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

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

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

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.52	7	16	\$13.50
Millwright		\$29.52	7	16	\$13.50
Pile Driver		\$29.52	7	16	\$13.50
Electrician (Outside-Line Construction\Lineman)		\$38.91	9	12	\$5.00 + 37.5%
Lineman Operator		\$33.59	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman		\$25.97	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

**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 observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

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

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

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

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
arobbins@boonecountymo.org

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 35-27AUG13 – Concrete Bridge Deck Sealing Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

