



BOONE COUNTY, MISSOURI
Request for Bid #: 38-17OCT17 – Plumbing Services - Term & Supply


ADDENDUM #1 - Issued September 22, 2017

This addendum is issued in accordance with the Primary Specifications in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Question Received by the County:**
Is the current contract available?

Response by the County:
Current contract is attached.

By: 
Robert Wilson
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # **38-17OCT17 – Plumbing Services - Term & Supply** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

**PURCHASE AGREEMENT
FOR
Plumbing Services Term and Supply**

THIS AGREEMENT dated the 28th day of July 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Master Tech Plumbing, Heating & Cooling**, herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Plumbing Services Term and Supply**, County of Boone Request for Bid number **30-23JUN15**, Introduction and General Conditions of Bidding, Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, Statement of Bidder's Qualifications and Prior Experience, Work Authorization Certification, Certification Regarding Debarment, State Prevailing Wage Order #22, as well as the Contractor's bid response dated **June 17, 2015** and executed by **Jerry E. Hall**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Conditions and Requirements, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Work Authorization Certification, State Prevailing Wage Order #22, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **August 1, 2015 extend through July 31, 2016** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County. This contract is considered to be "non-exclusive". The County reserves the right to purchase from other vendors.

4. Billing and Payment - Work done at the Boone County Public Works Department located at 5551 Tom Bass Road, Columbia, MO 65201 shall be invoiced to that same address, and work done at the Boone County Sheriff's Department and Annex buildings shall be invoiced to 2121 County Drive, Columbia, MO 65202. All billing for work done at any other facility under the direction of the County shall be invoiced to the Boone County Facilities Maintenance Department located at 613 East Ash Street, Columbia, MO 65201. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty (30) days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of nine percent (9%) per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

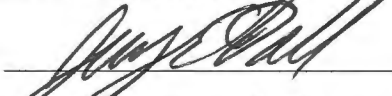
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons or under any of the following circumstances:

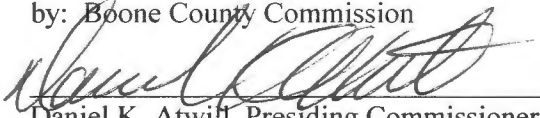
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

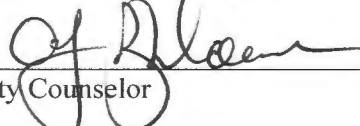
**MASTER TECH PLUMBING,
HEATING & COOLING**

by 
 title General Manager
 address 5150 I-70 Drive SW
Columbia, MO 65203

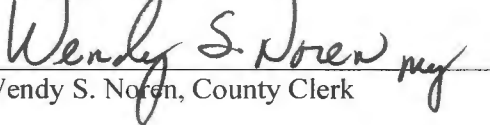
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

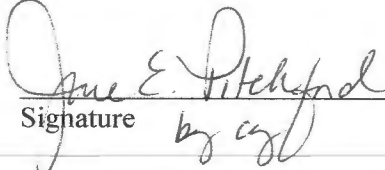

 County Counselor

ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


 Signature by cyd

7/15/15 Date 1256/2040/6100-60100 Term & Supply
No Encumbrance Required
 Appropriation Account

5. Response Form

5.1. Company Name: MasterTech Plumbing, Heating & Cooling
 5.2. Address: 5150 I-70 Drive SW
 5.3. City/Zip: Columbia, MO 65203
 5.4. Phone Number: 573-777-7777
 5.5. E-Mail: hallj@socket.net
 5.6. Fax Number: 573-446-5901
 5.7. Federal Tax I.D. 43-1870150
 5.7.1 Corporation
 Partnership – Name _____
 Individual/Proprietorship – Individual Name _____
 Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. **“As Needed” Repair and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m. Rates per hour shall be quoted using one (1) service technician.*

ITEM DESCRIPTION	UNIT PRICE	
1. Material \$0 - \$999.00 (markup over Contractor cost):	<u>20</u>	% markup
2. Material \$1000.00 - \$5,999.00 (markup over Contractor cost):	<u>10</u>	% markup
3. Material \$6,000.00 and Up (markup over Contractor cost):	<u>5</u>	% markup
4. Rental Equipment (markup over Contractor cost) per unit:	<u>10</u>	% markup
	Major Repair:	Maintenance/
	Prevailing Wage-	Small repair:
		Non-Prevailing
5. Labor (Straight Time)	<u>110.00</u> /per hr	<u>75.00</u> /per hr
6. Rate per hour for each additional technician (Straight Time)	<u>95.00</u> /per hr	<u>60.00</u> /per hr
7. Labor (Nights/Weekends)	<u>130.00</u> /per hr	<u>95.00</u> /per hr
8. Rate per hour for each additional technician (Nights/weekends)	<u>120.00</u> /per hr	<u>85.00</u> /per hr
9. Labor (Holidays as listed in 5.10. of this Response Form)	<u>145.00</u> /per hr	<u>110.00</u> /per hr
10. Rate per hour for each additional technician (Holidays)	<u>125.00</u> /per hr	<u>90.00</u> /per hr
11. <i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs.	<u>250.00</u> /per hr	<u>175.00</u> /per hr

5.9. **Emergency Twenty-Four Hour Service Contact:**

Name: Jerry Hall Telephone Number(s): 573-881-9927
Service Contact's job title within your company: General Manager

5.10. Holidays: List the holidays observed by your company: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

5.11. Provide with your bid response, evidence of current licensure as Plumbing Contractor in the state of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.A with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in Items 1 through 4 will remain fixed for duration of this contract)

Items 5 through 11, Maintenance-Non Prevailing Wage:

1st contract renewal term: 5 %
2nd contract renewal term: 5 %
3rd contract renewal term: 5 %
4th contract renewal term: 5 %

(Any requested rate adjustments on Items 5 through 11, *Major Repair/Prevailing Wage*, will be evaluated by the County at each renewal)

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (A negative response to this question will not affect evaluation of your bid.) YES _____ NO X

5.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

Jerry Hall Date: 6-17-15

Print Name and Title of Authorized Representative:

Jerry E. Hall

Time: General Manager

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder, for the work included in the specifications and plans and the Contract Documents, shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: MasterTech Plumbing, Heating & Cooling
2. Business Address: 5150 I-70 Drive SW Columbia, MO 65203
3. When Organized: 1999
4. When Incorporated: 1999
5. List federal tax identification number: 43-1870150 if not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: 16 yrs
7. If you have done business under a *different name*, please give name and business location under that name: Inexpensive Plumbing Columbia MO 65203
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? Yes _____ No
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes _____ No If so, give details: _____
11. List of contracts *with contact information*, completed within the last three years, for performing similar services on equipment in commercial properties as described in this bid, including value of each: *See Exhibit A next page.*
12. List of projects currently in progress: Boone County Facilities
Plumbing Service Term & Supply HVAC Service Term & Supply
Walmart Corporation Plumbing Service
* Attach additional sheets as necessary *

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance in plumbing maintenance and major repairs on equipment serving commercial properties.

1. Prior Services Performed for:

Company Name: *Boone County Facilities*
 Address: *601 E. Walnut*
Columbia, MO 65201
 Contact Name: *Bob Davidson*
 Telephone Number: *573-864-2899*

Date of Contract: *2002 until present*
 Length of Contract: *13 yrs*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

All emergency + routine plumbing service as required

2. Prior Services Performed for:

Company Name: *City of Columbia*
 Address: *701 E. Ash St*

Contact Name: *Dan Vandevoorde or Eric Hempel*
 Telephone Number: *573-808-0333 or 874-7241*

Date of Contract: *2002 until present*
 Length of Contract: *various*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

Repair or replace toilets, sinks, faucets, water heaters, etc.

3. Prior Services Performed for:

Company Name: *Walmart Corporation*
 Address: *415 Conley 1201 Grindstone PKwy + 3001 W. Broadway*
Columbia MO 65203
 Contact Name: *Service Channel*
 Telephone Number: *877-563-0589*

Date of Contract: *1999 to present*
 Length of Contract: *16 yrs*

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

Repair or replace toilets, sinks, faucets, water heaters, etc.

(Please complete and return with Bid)

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.

Jerry Hall General Manager
Name and Title of Authorized Representative

Jerry Hall
Signature

6-17-15
Date

AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo

County of Boone)
)ss
State of Missouri)

My name is Jerry Hall. I am an authorized agent of MasterTech Inc.
(Company). I am aware of the requirements for OSHA training set out in §292.675
Revised Statutes of Missouri for those working on public works. All requirements of said statute have
been fully satisfied and there has been no exception to the full and complete compliance with said
provisions relating to the required OSHA training for all those who performed services on this public
works contract for Boone County, Missouri.

NAME OF PROJECT: Boone County Facilities Plumbing Service Term + Supply

Jerry Hall 6-17-15
Signature Date

Jerry E. Hall
Printed Name

Subscribed and sworn to before me this 17th day of June, 2015.

Ech L. Aish
Notary Public



AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

Jerry Hall, General Manager of the (name of company)

MasterTech Inc. (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. 22 issued by the Division of Labor Standards on the 10th day of March 2015, in carrying out the Contract and work in connection with

(name of project) Plumbing Service Term Supply located at

(name of institution) Boone Co. Facilities in Boone County,

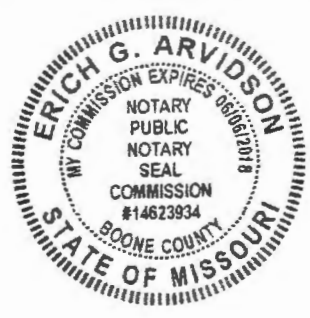
Missouri and completed on the 17th day of June, 2015.

Signature [Handwritten Signature]

Subscribed and sworn to me this 17th day of June, 2015.

My commission expires June 6th, 2018.

[Handwritten Signature]
Notary Public



WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)
State of Missouri) ss

My name is Jerry Hall. I am an authorized agent of MasterTech Inc.
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 6-17-15
Affiant Date
Jerry F. Hall
Printed Name

Subscribed and sworn to before me this 17th day of June, 2015.
[Signature]
Notary Public



201107

atch ID: JASMITH 10/06/14 00 Receipt no: 9317

Year	License	Type	SvcCd	Description	Amount
2014	12103	BR		BUSINESS LICENSE RENEWAL	\$90.00
JKER, RUSSELL					

Order detail

JK Ref#: 20086 \$90.00
 Total tendered: \$90.00
 Total payment: \$90.00

Trans date: 10/06/14 Time: 10:51:06

THANK YOU FOR YOUR PROMPT PAYMENT

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. For inquiries, please call Customer Service at 874-7378



CITY OF COLUMBIA, MISSOURI
 Board of Plumbing Examiners

Certifies that Russell Duker

is licensed as an Master Plumber

unless the certificate can be lawfully revoked or suspended

EXPIRES December 31, 2017

17-12103
 License #

[Signature]
 Director of Community Development

MASTERTECH, INC./MASTERTECH PLUMBING
 City of Columbia-

to renew Russ's master license

10/1/2014

20086

90.00

Cash - Callaway Chec

90.00



Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, Mo 65201

REQUEST FOR BID (RFB)

Elizabeth Sanders, CPPB
Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: lsanders@boonecountymo.org

Bid Data

Bid Number: **30-23JUN15**
Commodity Title: Plumbing Services- Term and Supply

DIRECT ANY BID FORMAT OR SUBMISSION QUESTIONS TO PURCHASING DEPT.

Bid Submission Address and Deadline

Day/Date: **Tuesday, June 23, 2015**
Time: 2:00 PM CT (*Bids received after this time will not be considered*)
Location/Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, Mo 65201
Directions: Annex Building is located at corner of 7th & Ash St.

Bid Opening

Day/Date: **Tuesday, June 23, 2015**
Time: 2:00 PM, Central Time
Location/Address: Boone County Purchasing/Annex Building
613 E. Ash St, Room 111
Columbia, Mo 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding
2.0: Conditions and Requirements
3.0: Primary Specifications
4.0: Response Presentation and Review
5.0: Response Form
Attachments: A Statement of Bidder's Qualifications (and Prior Experience)
B Compliance with (House Bill 1549) & Work Authorization
C Certification of Individual Bidder/Affidavit Certification Opt 2
D Debarment Certification
E Affidavit for Compliance with Prevailing Wage
F Affidavit of Compliance with OSHA Training
G Standard Terms and Conditions
H "No Bid" Response Form
I State Prevailing Wage Order No. 22

1. Introduction and General Conditions of Bidding

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 and Section 3.

DEFINITIONS

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.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations 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/entities which may provide the subject goods and/or services.

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. An “Invitation for Bid” is used when the need is well defined. An “Invitation for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

Deadline for questions - Questions concerning these specifications may be submitted to County no later than end of business on Wednesday, June 17, 2015.

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.

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

Bid Addendum – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.

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. *County reserves the right to award to more than one service provider.* Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.

CONTRACT DOCUMENTS – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 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.

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.

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.

CONTRACT PERIOD- The initial contract period will be effective from date of written Commission Order and extend through 12 months, and may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Director in writing prior to any renewal period. Contractor's quoted costs shall remain firm during the initial contract period. Adjustments to costs for subsequent renewal terms shall be in accordance with the percentages quoted on the Response Form of this bid. Any renewals will be based on agreement by both parties as to pricing, past vendor service, etc. Contract may be cancelled by Boone County upon 10 days written notice to Contractor for non-compliance with these bid requirements, performance problems, or other just cause so deemed by the County.

TERMINATION FOR CONVENIENCE – The Purchasing Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this Contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.

CONTRACT EXTENSION – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the final contract period's expiration if it is deemed to be in the best interest of Boone County.

PRICING – All prices shall be as indicated on the Response Form. 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 annual quantities or total prices.

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. *Contract Conditions and Requirements*

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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers 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 Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall at minimum meet Missouri statutory limits. Employers Liability limits for this contract shall at minimum be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers 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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

Subcontractors- Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.

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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

OVERHEAD LINE PROTECTION- The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

OSHA PROGRAM REQUIREMENTS- The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED-

- a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

PREVAILING WAGE: With submission of a bid response, Vendor acknowledges that any major repair serviced in this contract is subject to Missouri Prevailing Wage law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are “major repairs”. Any questions regarding “major repairs” should be addressed to the Boone County Purchasing Department. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. Small repairs or maintenance type work will not be subject to prevailing wage rates. Maintenance is recurrent, day-today, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facility is not changed, it is maintenance. A copy of **Annual Wage Order 22** is reproduced verbatim and included with these bid documents, and is applicable to this contract. At any given time, the current “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 613 E. Ash, Room 111, Columbia, MO 65201; or email lsanders@boonecountymmo.org , or call the Purchasing offices at 573-886-4394. With any elected renewal term of this contract, the current Prevailing Wage Order will be provided to contractor which will be used for that renewal period. *County reserves the right to bid out any one project with estimated cost of \$6,000.00 or over.*

Wage Rates- “Major repair” work shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.

Records- The Contractor 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 Boone 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 completed project’s acceptance.

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.

Penalty- Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, \$100.00 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 an Subcontractor under them.

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.

Wage Determination- 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 current Prevailing Wage Order provided at the beginning of each renewal term shall be used during the life of that contract term.

SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 ensure 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.

LIEN WAIVERS- Prior to the release of a project’s final payment amount, contractor shall file with the County a completed 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.

BILLING AND PAYMENTS- Monthly statements containing invoices for the month for which work was performed shall be submitted to the appropriate using department. Payment of monthly statements shall be made within 30 days of receipt of a correct statement. County’s contract number must appear on all invoices and statements. All contracted work done for the County on a “time and material” basis must include the following information on the invoices:

1. Name of the County location where work was performed and date(s) work was performed.
2. If materials are used, provide itemized materials list and Contractor’s cost for those items, indicating the contract markup % and cost to County.
3. Itemized list and contractor’s cost of rental equipment used, if any. (Include contract markup % and cost to County)
4. Labor cost per hour with name(s) of crew member(s) on the job.
5. Total hours on project and total cost of labor.

If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.

Billing address shall be one of the following depending on the location where work is performed:
Facilities Maintenance, 613 E. Ash Street, Room 107, Columbia, MO 65201
Public Works, 5551 S. Hwy 63, Columbia, MO 65201
Sheriff Department, 2121 County Drive, Columbia, MO 65202

3. *Primary Specifications*

PURPOSE / INTENT – Boone County, hereafter referred to as “County”, seeks bid offers from qualified vendors with the intent to contract with an individual(s) or organizations(s), hereinafter referred to as “Contractor” for a Term and Supply contract to provide all labor, materials, tools, equipment, transportation, services, and supervision in the performance of **Plumbing Services**, “as needed” for various commercial properties of Boone County, Missouri. Services will be requested by the Facilities Maintenance, Public Works, and Sheriff Departments for as needed maintenance and/or repairs. County may, during the course of this contract, add or delete service locations. This shall not be cause for Contractor’s prices to change during any given contract period. *The County reserves the right to bid any one job with an estimated cost of \$6,000.00 or more.*

Estimated Usage – Based on past usage, the estimated total expenditures against this contract are expected to meet or exceed \$6,000 annually. However, this amount is an estimate only and as such, does not constitute a guarantee on the part of the County.

CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS-

Work Hours- The Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday 7:00 a.m. to 5:00 p.m. and excluding holidays as defined in the Response Form section.

Security - Contractor shall be responsible for providing and updating a list of the Contractor’s employees working at any of the locations. Contractor shall comply with all security measures required by Boone County. All aspects of building security will be discussed with the Contractor by County department designees after contract is in place and before Notice to Proceed on any project is provided.

Equipment/Safety- Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during work under the contract. The safety of the Contractor’s employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to ensure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract.

Workmanship- Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

Cleaning- Contractor shall keep the premises clean of all rubbish and debris generated by the work involved. Contractor, at his/her expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor’s property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the county department’s representative shall be consulted.

Final Inspection and Approval- The Contractor shall request the facility authority responsible for the work location to conduct a site inspection after the project is complete. A “punch-list” will be prepared during the inspection and a copy will be provided to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection. Final project approval is contingent upon the final inspection and written approval by the facility authority responsible for the site.

Property Damage- The Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor’s activities.

Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

Repair/Warranties- The Contractor shall guarantee all work performed under this contract. The Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty service will be performed at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.

Materials- All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory test.

Replacement Parts- Replacement parts furnished must be of the same manufacturer or an equal product approved by county facility designee. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.

Labor/Mobilization- Portal-to-Portal mobilization is allowed, not to exceed one hour total. The Contractor is expected to have basic tools and stock on board. Travel for specialty items is compensable (must be called out as 'specialty' on itemized invoice when requesting travel compensation). The County will allow for a two-hour minimum charge, which includes mobilization. All jobs are expected to require one (1) service person. Authorized County representatives must approve of multiple service people (in Contractor's job quote or requested in writing to County designee) before the work is started. Labor quoted shall include all labor costs, insurance, overhead profit, mileage, and be exclusive of taxes.

FOB Point- Prices quoted shall be FOB Destination, various County locations, unloaded and installed.

Repairs – “As needed” basis. For non-emergency repairs Contractor shall provide the County with a written quotation, detailing proposed parts and labor charges with total cost of repairs within three (3) business days of Contractor's *initial response* to service request. Quotations shall be based on the bid prices stated on the enclosed Response Form. No work resulting in additional charges to the County over the original approved written repair quote will be authorized without prior written approval of the county's facility designee. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, then Contractor shall book the job. The proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour. If there is down time during the repair for more than twelve (12) hours, the county department representative will be advised and informed in writing of the nature or repairs that cause the shutdown. Contractor shall respond within a *one hour period* to any and all service requests which are designated as emergency repair. Emergency repairs may be quoted verbally to expedite the job, followed up with a written quote based on the verbal quote. Unit prices quoted shall not exceed contract prices.

Response Time – Contractor shall respond within a one hour period to any and all service requests which are designated as *emergency repair*. (Non-emergency requests require an *initial response* from Contractor within a *two hour period*.) Some emergency repairs may be at times other than normal working hours. Vendor should be in a position to be available on a twenty four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours, to include all workers and repairs.

Sub-Contractors- No subcontractors shall be used without prior written approval of the County's designated representative.

Working with County's Personnel- The Contractor must agree to work alongside the County's maintenance staff.

Service Locations include, but not limited to-

Boone County Government Center, 801 E. Walnut St.

Sheriff Department, 2121 County Drive

Sheriff Department Annex, 2111 County Drive

County Courthouse, 705 E. Walnut St.

Boone County Annex, 613 East Ash Street
Johnson Building, 605 East Walnut Street
Alternative Sentencing, 607 East Ash Street
Public Works, 5551 Tom Bass Road
Robert L. Perry Juvenile Justice Center, 5665 Roger I. Wilson Drive

CONTRACTOR QUALIFICATIONS AND EXPERIENCE- It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.

Inspection of Facilities: Prior to submitting a bid, inspections of county facilities should be arranged by contacting the following facility authorities:

Bob Davidson- Manager of Facilities Maintenance, 573-886-4401 or BDavidson@boonecountymo.org
Greg Edington- Public Works, Asst. Mgr Road Operations 573-449-8515, Ext 226 or gedington@boonecountymo.org
Chad Martin, Captain-Sheriff Department, 573-875-1111 ext 6201 or cmartin@boonecountymo.org ; or
Bob Schwartz-Senior Facility Maintenance Technician, Sheriff Department, 573-875-1111 or BSchwartz@boonecountymo.org

For Sheriff Department, the following is a partial list of some of the equipment which may need repair or replacement as part of this contract:

85 gallon gas fired water heaters
Boiler and chiller circulating pumps
120 volt solenoid valves
3-way valves
Hot water mixing valves
Balancing valves
Metering valves
Gate valves
Ball valves
Butterfly valves

Award of this contract will be to vendor(s) who provide evidence that they have past experience in performing plumbing maintenance, repairs, and if needed, equipment replacement for commercial properties. Bidder must provide evidence that they have been licensed as a plumbing contractor in the state of Missouri for a period of not less than three consecutive years immediately preceding the submission of this bid, and currently be engaged in the business of such work. **Bidder shall complete the enclosed STATEMENT OF BIDDERS QUALIFICATIONS and include with bid submittal.** The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by this contract pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity and its employees are licensed to perform the activities or work included in the bid documents.

The Bidder is assumed to be familiar with all federal, state and local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of these laws, ordinances, rules and regulations on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations. In addition to complying with all pertinent codes and regulations, the successful bidder must comply with:

1. All pertinent requirements of the local codes and utility companies.
2. National Electric Code, latest edition.

3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.

The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.

Contact for bid questions- Elizabeth Sanders, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, Mo 65201. Telephone: 573-886-4393 Facsimile: 573-886-4390; email: lsanders@boonecountymo.org

4. Response Presentation and Review

RESPONSE CONTENT- In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A". Manufacturer's published specifications for any items requested shall be included with the response.

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. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

Advice of Award- If you wish to be advised of the outcome of this Bid, the results may be viewed on the County's web page, under Purchasing, www.showmeboone.com.

BID OPENING- On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

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 reason 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.

RESPONSE CLARIFICATION- The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

Rejection or Correction of Responses- The County reserves 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.

EVALUATION PROCESS- The County's sole purpose in the evaluation process is to determine from among the Responses received which bid offer or offers are best suited to meet the County's needs at the lowest possible cost. The County reserves the right to obtain references as needed, in order to determine a Bidder's qualifications and responsibility for meeting the needs of this contract. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contract selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.

Method of Evaluation- The County will evaluate submitted Responses in relation to all aspects of this Bid.

Acceptability- The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

Endurance of Pricing- Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

5. Response Form

5.1. Company Name: _____
 5.2. Address: _____
 5.3. City/Zip: _____
 5.4. Phone Number: _____
 5.5. E-Mail: _____
 5.6. Fax Number: _____
 5.7. Federal Tax I.D. _____
 5.7.1 () Corporation _____
 () Partnership – Name _____
 () Individual/Proprietorship – Individual Name _____
 () Other (Specify) _____

5.8. PRICING

The undersigned, having familiarized themselves with the terms, conditions, and requirements of this Request for Bid, hereby proposes to furnish all labor, equipment, materials, tools, supervision, etc., necessary to perform the work required in compliance with said terms, conditions and requirements. Specifically:

5.8.1. **“As Needed” Repair and/or Maintenance Work:** Bidder hereby proposes to furnish the equipment/materials/labor/supervision/etc as stated above, to the County of Boone-Missouri, with transportation charges pre-paid, and for the prices quoted below. All equipment/materials to be furnished in accordance with the County of Boone – Missouri specifications provided herein. *Straight Time for purposes of this bid will be Monday through Friday, 7:00 a.m. to 5:00 p.m.* Rates per hour shall be quoted using one (1) service technician.

ITEM DESCRIPTION	UNIT PRICE	
1. Material \$0 - \$999.00 (markup over Contractor cost):	_____	% markup
2. Material \$1000.00 - \$5,999.00 (markup over Contractor cost):	_____	% markup
3. Material \$6,000.00 and Up (markup over Contractor cost):	_____	% markup
4. Rental Equipment (markup over Contractor cost) per unit:	_____	% markup
	Major Repair: Prevailing Wage-	Maintenance/ Small repair: Non-Prevailing
5. Labor (Straight Time)	_____ /per hr	_____ /per hr
6. Rate per hour for each additional technician (Straight Time)	_____ /per hr	_____ /per hr
7. Labor (Nights/Weekends)	_____ /per hr	_____ /per hr
8. Rate per hour for each additional technician (Nights/weekends)	_____ /per hr	_____ /per hr
9. Labor (Holidays as listed in 5.10. of this Response Form)	_____ /per hr	_____ /per hr
10. Rate per hour for each additional technician (Holidays)	_____ /per hr	_____ /per hr
11. <i>Flat rate per hour</i> for emergency service outside normal business hours, to include all workers and repairs.	_____ /per hr	_____ /per hr

5.9. **Emergency Twenty-Four Hour Service Contact:**

Name: _____ Telephone Number(s): _____
Service Contact's job title within your company: _____

5.10. Holidays: List the holidays observed by your company: _____

5.11. Provide with your bid response, evidence of current licensure as Plumbing Contractor in the state of Missouri in the last three years as well as being currently engaged in business of such work. **Label these documents as Attachment 5.11.A with your bid.**

5.12. **RENEWALS** – Quote **maximum** percentage increases for contract renewals:
(Percentage markups quoted in Items 1 through 4 will remain fixed for duration of this contract)

Items 5 through 11, Maintenance-Non Prevailing Wage:

1st contract renewal term: _____ %
2nd contract renewal term: _____ %
3rd contract renewal term: _____ %
4th contract renewal term: _____ %

(Any requested rate adjustments on Items 5 through 11, *Major Repair/Prevailing Wage*, will be evaluated by the County at each renewal)

5.13. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? (*A negative response to this question will not affect evaluation of your bid.*) YES _____ NO _____

5.14. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (Missouri Domestic Products Procurement Act) of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative:

Time: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder, for the work included in the specifications and plans and the Contract Documents, shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____ If not incorporated, state type of business (sole proprietor, partnership, or other): _____ Fed tax ID or SS number: _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? Yes ___ No ___
If so, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
Yes ___ No ___ If so, give details: _____

11. List of contracts *with contact information*, completed within the last three years, for performing similar services on equipment in commercial properties as described in this bid, including value of each: *See Exhibit A next page.*
12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance in plumbing maintenance and major repairs on equipment serving commercial properties.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

ATTACHMENT B

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.**

ATTACHMENT C

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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 Bid)

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

ATTACHMENT E

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



ATTACHMENT G

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Standard Terms and Conditions

Elizabeth Sanders, Senior Buyer
Phone: (573) 886-4393 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.

15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390



“No Bid” Response Form

“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: 30-23JUN15 – Plumbing Services- Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

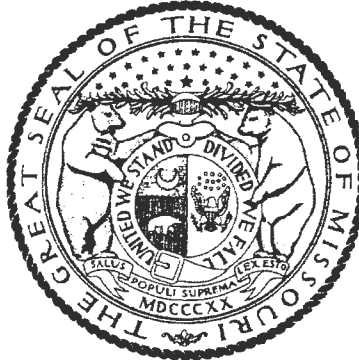
Date: _____

Reason(s) for not bidding:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

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			\$32.06	55	60	\$20.71
Boilermaker			\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter			\$24.36	60	15	\$15.05
Cement Mason			\$26.33	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction/Lineman)			\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator			\$35.46	43	45	\$5.00 + 36.5%
Groundman			\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Ironworker			\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$24.24	60	15	\$15.05
Marble Mason			\$21.55	124	74	\$12.79
Marble Finisher			\$14.01	124	74	\$9.21
Millwright			\$25.36	60	15	\$15.05
Operating Engineer						
Group I			\$27.81	86	66	\$23.75
Group II			\$27.81	86	66	\$23.75
Group III			\$26.56	86	66	\$23.75
Group III-A			\$27.81	86	66	\$23.75
Group IV			\$25.58	86	66	\$23.75
Group V			\$28.51	86	66	\$23.75
Painter			\$22.00	18	7	\$11.77
Pile Driver			\$25.36	60	15	\$15.05
Pipe Fitter		b	\$35.75	91	69	\$26.68
Plasterer			\$24.94	94	5	\$11.55
Plumber		b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer			\$29.30	12	4	\$14.55
Sheet Metal Worker			\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection			\$31.75	33	19	\$18.90
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.55	124	74	\$12.79
Tile Finisher			\$14.01	124	74	\$9.21
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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

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

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

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).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$35.75; Fringes - \$26.68
All work under \$7 Mil. Total Mech. Contract - \$34.41; Fringes - \$21.29
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

NO. 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
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

**BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the 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 paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

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

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. 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
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

BOONE COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas 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. 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. 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.

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

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 preceding 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		\$30.01	23	16	\$15.05
Electrician (Outside-Line Construction\Lineman)		\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator		\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer		\$23.65	32	31	\$5.00 + 23%
Groundman		\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer		\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer		\$26.81	2	4	\$12.47
Skilled Laborer		\$26.81	2	4	\$12.47
Millwright		\$30.01	23	16	\$15.05
Operating Engineer					
Group I		\$26.89	21	5	\$23.64
Group II		\$26.54	21	5	\$23.64
Group III		\$26.34	21	5	\$23.64
Group IV		\$22.69	21	5	\$23.64
Oiler-Driver		\$22.69	21	5	\$23.64
Pile Driver		\$30.01	23	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I		\$28.52	25	21	\$11.65
Group II		\$28.68	25	21	\$11.65
Group III		\$28.67	25	21	\$11.65
Group IV		\$28.79	25	21	\$11.65

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

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

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

**REPLACEMENT PAGE
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 anytime 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. 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. Worked 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.

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.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours 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. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive 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.