# **COUNTY OF BOONE - MISSOURI**



# REQUEST FOR PROPOSAL FOR LANDSCAPING SERVICES FOR COURTHOUSE PLAZA RENOVATION

RFP #19-01MAY12 Release Date: March 16, 2012

Pre-Proposal Conference:
Date and Time: April 5, 10:00 a.m. C.T.
Location: Boone County Annex, 113 East Ash Street, Conference
Room 101, Columbia, MO 65201

Submittal Deadline:
May 1, 2012
not later than 5:00 p.m. Central Time

Boone County Purchasing 613 E. Ash Street, Room 110 Columbia, Missouri 65201 Melinda Bobbitt, CPPB, Director Phone: (573) 886-4391 Fax: (573) 886-4390 E-mail: mbobbitt@boonecountymo.org



# **NOTICE OF REQUEST FOR PROPOSAL**

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 19-01MAY12 - Landscaping Services for Courthouse Plaza Renovation

Sealed proposals will be accepted until 5:00 p.m. on Tuesday, May 1, 2012 in the Boone County Purchasing Office, Boone County Annex, Room 110, 613 E. Ash Street, Columbia, MO 65201.

Proposals will be opened and Offeror's names read aloud at the Boone County Commission Meeting at 7:00 p.m., May 1, 2012 in the Boone County Commission Chambers, 801 E. Walnut, Columbia, Missouri. Note: Proposal responses MUST be turned in by 5:00 p.m. May 1 as stated above.

A Pre-Proposal Conference is scheduled for 10:00 a.m. on Thursday, April 5 in the Boone County Annex, Conference Room 101, 613 E. Ash Street, Columbia, Missouri 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: <a href="mailto:mbobbitt@boonecountymo.org">mbobbitt@boonecountymo.org</a>.

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Vendors may obtain further information on the Boone County Web Page at <a href="http://www.showmeboone.com">http://www.showmeboone.com</a>.

Melinda Bobbitt, CPPB Director of Purchasing

Insertion: Friday, March 16, 2012 COLUMBIA MISSOURIAN



## 1. INTRUCTIONS AND GENERAL CONDITIONS

#### **Pre-Proposal Conference:**

To assist interested Offerors in preparing a thorough RFP response, a pre-proposal conference has been scheduled for **Thursday**, **April 5 at 10:00 a.m.** in the Boone County Annex, 613 E. Ash Street, Conference Room 213, Columbia, MO 65201.

All potential Offerors are encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposals. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

**Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

a) Proposal Closing: All proposals shall be delivered before 5:00 P.M., Central Time, on Tuesday, May 1, 2012 to:

Boone County Purchasing Department Melinda Bobbitt, CPPB, Director 613 E. Ash Street, Room 110 Columbia, Missouri 65201-4460

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- b) The County will not accept any proposals received after 5:00 P.M. central time on Tuesday, May 1, 2012 and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and eleven (11) copies of the proposal (total of twelve). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at <a href="www.showmeboone.com">www.showmeboone.com</a>, then select "Purchasing", then "Current Bid Opportunities".



#### 2. INTRODUCTION AND GENERAL INFORMATION

#### Introduction:

This document constitutes a request for sealed proposals for Landscaping Services for the Courthouse Plaza Renovation as set forth herein.

**Consultant Eligibility:** This procurement is open to those Consultants that satisfy the minimum qualifications stated herein, and that are available for work in Boone County.

Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Contract Terms and Conditions
- 5) Proposal Submission Information
- 6) Response/Pricing Page

Instruction for Compliance with house Bill 1549

Work Authorization

Affidavit of Compliance with OSHA

Affidavit of Compliance with Prevailing Wage

Sample Performance Bond

Sample Labor & Material Payment Bond

Lumenbeam Specification

Concrete Technical Specification

Grass Paving Specification

Map of work area between Courthouse and Government Center

Prevailing Wage Order #18 with Excessive Unemployment

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"No Bid" Response Form

#### 2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than 5:00 p.m., Tuesday, April 24, 2012 in order to allow enough time for the County to issue an Addendum. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at <a href="https://www.showmeboone.com">www.showmeboone.com</a> (Select Purchasing, then Current Bid Opportunities). Submit questions to:

a. Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Annex
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391

Fax: (573) 886-4390

E-mail: mbobbitt@boonecountymo.org

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if <u>in writing</u> and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
- **2.3 Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3.1. Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- **2.3.2.** Comprehensive General Liability Insurance The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage

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

- **2.3.3**. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- **2.3.4. Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- **2.3.5. INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- **2.4.Billing and Payment:** All invoices must be submitted to the Boone County Facilities Maintenance Department. The County will issue progress payments based upon the percentage of work completed and accepted throughout the engagement and upon receipt of correct invoice. Complete and final payment shall be due and payable thirty (30) days after completion and acceptance of all items required by the contract and upon receipt of a request for said payment.
- **2.6. Designee:** Boone County Commission, 801 E Walnut, Room 333, Columbia, MO 65201.



## 3. SCOPE OF SERVICES

#### 3.1. PURPOSE AND BACKGROUND

The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified consultant/contractor (hereinafter Offeror) for the purpose of constructing a renovation project to meet the objectives of those listed in the scope of services for the Courthouse Plaza Renovation Project.

The primary scope of services is to provide landscaping services which incorporate the design elements listed in the scope of services.

Courthouse Plaza Renovation Budget Range = \$100,000 - \$500,000 inclusive of all design, trades, materials, improvements, labor, fixtures, etc. needed to complete entire project.

Desired project completion date of October 31, 2012.

Parking, storage, and staging areas will not be available on site. All construction permits, city and county, are applicable. County permit fees shall be waived.

Copies of the design plans for the current courthouse plaza project will be made available upon request.

#### 3.2 MINIMUM QUALIFICATIONS

The successful landscaping team should be able to demonstrate previous project experience, and the ability to deliver projects under budget and in the required time frame.

The landscaping team should be aware of and incorporate Life Safety, ADA, and applicable construction codes.

#### 3.3 SCOPE OF WORK

Boone County wishes to obtain the services of a qualified Landscaping firm in preparing the conceptual design, supply, install, build and coordination necessary for the accomplishment of this project. This includes but is not limited to utilities and construction time line to allow for public and emergency access.

Offeror shall itemize schematic(s) with associated costs. County reserves the right to purchase design elements from multiple Offerors, so all Offerors must clearly outline any cost to County for purchasing select design elements even if Offeror is not the awarded the entire project contemplated by Offeror. County will only purchase individual elements from responsive proposals that have bid the entire project.

The Landscaping firm should provide the following services, including but not limited to:

A. Develop and submit a conceptual drawing/plan including side elevation in contemplation of the following possible uses of the area:

#### **Required Design Elements:**

- 1. Overall design should facilitate potential uses of the area:
  - o Boone County Government speaking events.
  - Lunch and break space.
  - Plays and musical events.
  - o Local group events (First Night, Youth Service Day, Earth Dance, etc.)
- 2. Remove concrete as identified in the attached Technical Specification and re-install appropriate walking areas.
- 3. Proposed improvements to be low maintenance in both time commitment and costs to upkeep.
- 4. All plantings should be perennial and include a one year warranty.
- 5. Less concrete more green space (all grass areas to be irrigated).
- 6. Removal of round fountain.
- 7. Prefer River Fountain remain as a planter or propose different options. If the River fountain stays as a planter, please include an option of automatic waterers.
  - Option: If River Fountain is removed, "Blocks of Time" must be removed undamaged (or replaced at contractor cost from County vendor) and re-installed at another vertical area within the Courthouse Square.
- 8. Prefer wall with name plaques remain in place or propose different options.

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Option: If walls are removed, "Blocks of Time" must be removed undamaged (or replaced at contractor cost from County vendor) and re-installed at another vertical area within the Courthouse Square.

**Note:** "Blocks of Time" tiles were purchased from Missouri Vocational Enterprises, PO Box 1898, Jefferson City, MO 65102. Cost to purchase and engrave the tiles was \$70.00 per ten tiles.

They were installed by Parham Contracting, PO Box 1714, Columbia, MO 6520 at a cost of \$150.00 per ten tiles.

- 9. Redesign the north entrance, reducing concrete surface area but maintaining an 8' walking area/sidewalk with minimum 6' on either side with drivable grass with the balance being a drivable surface (grass pave, etc). See number (1) below under "The Scoping Committee...."
- 10. Courthouse Square is the anchor of the "Avenue of Columns" thus elements from such Master Plan should be used for continuity.

### Recommended design elements:

- 11. Welcoming entrance to plaza on south side and down play north side entrance.
- 12. Permanent/temporary stage/gazebo (with greater access to electrical).
- 13. Increased shade.
- 14. Tables for public/employee lunches.
- 15. Permanent plug-in speakers for County speaking events.
- 16. Adequate, energy efficient lighting to support design elements and to ensure a safe environment.
- 17. Signage/directory identifying features and building locations of the courthouse plaza.
- 18. Seating, lighting, and other fixtures designed so as to support the various intended public purposes of the area while discouraging unintended uses (i.e., center-support benches; individual seats connected to tables, etc...).
- B. Submit an itemized cost estimate for the proposed design elements and renovation improvement on the Response/Pricing Page or an attachment to the Response/Pricing Page.
- C. Include a list identifying key team members.
- D. Submit a proposed construction time line.
- E. Provide a list of similar services accomplished on previously completed projects with before and after photographs with itemized budget and final cost.

# F. CONCRETE SIDEWALK REQUIREMENTS (sidewalks adjoining streets shall follow City of Columbia Codes)

- a. All concrete shall be considered drivable surface and will have the following:
  - i. Shall follow Boone County Codes
  - ii. Six inch fiber reinforced concrete with PSI of 4000 over.
  - iii. Six inch minimum granular base over.
  - iv. Compacted soil subgrade.
  - v. Saw joints shall be 1.5 inches deep (1/4 the thickness of concrete).
- G. Lights on Memorials shall be replaced with Lumenpulse fixture (Lumenbeam, medium white & static colors, 277V.). See attached specification.

#### 3.4 FEES AND EXPENSES

A fee proposal shall be submitted with the Response Page including estimates of landscaping fees, the basis for the proposed fees, and identification and estimate of reimbursable expenses and other costs associated with proposed services. The fee proposal shall state a not to exceed amount.

# **3.5. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES** (The following schedule is provided for informational purpose. The County reserves the right to revise the schedule).

Issue Request for Proposal	March 15, 2012
Question and answer period	March 15, 2012 – April 24, 2012
Pre-Proposal Conference	April 5, 2012, 10:00 A.M., C.T.
Issue addendum to RFP	As necessary
Proposals due	May 1, 2012, 5:00 P.M. C.T.
Evaluate proposals	May 11, 2012
Invite short-listed proposals for interview	May 14, 2012
Conduct interviews	June 1, 2012
Notification by U.S. mail or e-mail to unsuccessful Offerors	June 15, 2012
Negotiate and finalize contract	June 15, 2012
Begin contract work	July 15, 2012

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## 4.0. CONTRACT TERMS AND CONDITIONS

- 4.1. Contract Period: The contract term shall be the duration of the project.
- 4.2. Contract Documents: The successful Offeror 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 Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.
- 4.3. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.
- 4.3.1. Due to a material breach of any term or condition of this agreement.
- 4.3.2. If in the opinion of the Boone County Commission, delivery of product/s services are delayed or product/services delivered are not in conformity with the contract documents.
- 4.3.3. If appropriations are not made available and budgeted for in any calendar year.
- 4.4. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
- 4.5. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.
- 4.6. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.
- 4.7. Offeror agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.
- 4.8. Offeror agrees to comply with all federal, state and local requirements, laws, rules and ordinances governing the particular services required for the performance of the contract.
- 4.9. Offeror proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Offeror to be included within this quoted price. The

county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

- 4.10. Payment for service shall be made upon final approval of the Boone County Facilities Maintenance Manager or designated representative.
- 4.11. Offeror agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.
- 4.12. Offeror assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Offeror has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.
- 4.13. Offeror agrees it will not pay less than the prevailing hourly rate of wages to all workmen performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on the file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Offeror pursuant to the provisions of Section 290.250 RSMo. The contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Offeror by the Owner.
- 4.14. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8<sup>th</sup> Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 4.15. The Offeror is familiar with the requirements of 292.675 RSMo. The Offeror shall provide a tenhour Occupational Safety and Health Administration (OSHA) construction safety program for their onsite employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. (See attached Compliance With OSHA)
- 4.16. The Offeror 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. (See attached Compliance With Prevailing Wage Law)
- 4.17. The Offeror 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 Offeror 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 Offeror.

4.18. The Offeror shall ascertain the presence and location of utilities within the work area. The Offeror shall notify and coordinate the utility that may be affected by the work.

The Offeror 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. Offeror understands that is its 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, Offeror 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 Offeror, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Offeror or a subcontract for part of the services), of anyone directly or indirectly employed by Offeror or by any subcontractor, or of anyone for whose acts the Offeror or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Offeror expressly waives any action for Contribution against the County on behalf of the Offeror, any subcontractor (meaning anyone, including but not limited to consultants having a contract with Offeror or a subcontract for part of the services), anyone directly or indirectly employed by Offeror or by any subcontractor, or of anyone for whose acts the Offeror or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

- 4.19. The County of Boone is an equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.
- 4.20. Work Authorization Certification If Offeror's proposal is in excess of \$5,000, Offeror must complete the Work Authorization Certification form (See attached Work Authorization form).
- 4.21. Before an award can be made Offeror must supply proof of enrolment in the E-Verification program. (See attached Instructions for Compliance With House Bill 1549)
- 4.22. Upon award of the Contract, the successful offeror shall furnish a Performance Bond and a Labor and Material Payment Bond, Each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.



## 5. PROPOSAL SUBMISSION INFORMATION

#### 5.1. RESPONSE TO PROPOSAL

#### **5.1.1.** Submission of Proposals:

- 5.1.1.1. When submitting a proposal, the Offeror should include the original and eleven (11) additional copies.
  - a. The Offeror shall submit the proposal to:

Boone County Purchasing Department Attn: Melinda Bobbitt, CPPB, Director of Purchasing Boone County Annex 613 E. Ash Street, Room 110 Columbia, MO 65201

- b. The proposals must be delivered no later than 5:00 p.m. on May 1, 2012. Proposals will not be accepted after this date and time.
- 5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.
  - a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.
  - b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.
  - c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.
- 5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.
- 5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County

employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- **5.1.2.** Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
  - 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
  - 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
  - 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
  - 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

#### 5.1.3. Evaluation and Award Process:

5.1.3.1. The County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

#### A. Method of Performance

- 1. **Project Approach/Methodology** Include a complete description of the Consultants proposed approach and methodology for the project. This section should convey the Consultant understands the proposed project.
- 2. Work Plan Include the project requirements and proposed tasks, services and activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal should contain sufficient detail to convey to the members of the evaluation team the Consultant's knowledge of the subjects, and skills necessary to successfully complete the project. Include any required involvement by the Boone County Facilities Maintenance staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- 3. **Project Schedule** Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided.

4. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract.

#### B. Experience/Expertise

- 1. Submit list of projects with comparable scope and time line requirements.
- 2. Provide resumes and references as described in 5.1.4.

#### C. Cost

**Identification of Costs** – Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to provide a fully detailed budget including estimated construction time, construction costs, supplies, equipment, and any additional contractual services.

5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

#### 5.1.4. Evaluation:

- 5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.1.4.2. Qualifications Statement/References: The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP
  - a. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background and experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
  - b. The Offeror shall have previous experience and completed similar-type of landscape renovation projects. Name other county governments, agencies, or municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account.
  - c. Include a cover letter identifying the Offeror and stating the address of the office in closest proximity to the project site.
- 5.1.4.3. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.
- 5.1.4.4. Where the words "should", "may" or "desired" are used, they signify that the feature/capacity/service is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.

#### 5.1.5. Rejection / Withdrawal of Proposals Response:

<u>Rejection of Proposals</u> The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offerors and to accept the proposal deemed to be in the best interest of the County.

<u>Withdrawal of Proposals</u> Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

## 5.1.6. Validity of Proposal Response:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

**5.1.7. Award:** Any contract awarded as a result of this Request for Proposal is contingent upon the availability of funding.



# 6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Comp	pany Name:		
Addr	7		
Telep	phone:	Fax:	<u>.</u>
Feder	ral Tax ID (or Social Security #):		
Print	Name:	Title:	
Signa	ature:	Date:	
E-Ma	ail Address:		
6.1.	Total Cost:		
	<u>Itemize Specific Features:</u>		
	0=		
	1)		
		•	
	8		
	V-		

6.1.1. Please Attach Cost of Services to this Page and Place at the Beginning of your Proposal Response: List a fee proposal including estimates of professional fees, the basis for the proposed fees, and identification and estimate of reimbursable expenses and other costs associated with proposed services. As appropriate, items should include professional fees, materials, out of pocket

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expenses, sub-consultant fees and any other costs anticipated by the respondent to satisfy the purpose of this Request for Proposal.

- 6.1.2. Please Include a Not to Exceed Amount for all Services to be Rendered for the project described herein.
- **6.1.3. Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

6.1.4. Detail all warranties on fixtures or systems and include any applicable owner manuals.

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#### **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.dhs.gov/xprevprot/programs/gc\_1185221678150.shtm

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 E-Verify Memorandum of Understanding that you completed when enrolling. The link for that form is: http://www.uscis.gov/files/nativedocuments/save-mou.pdf

Additional information may be obtained from: http://www.uscis.gov/files/nativedocuments/MOU.pdf

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

County of)		
)SS. )		
My name is I	am an authorized agent of	
(Bidder). This business is	enrolled and participates in a	federal work authorization program
for all employees working in connection with ser	rvices 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 prog	gram is attached hereto.	
Furthermore, all subcontractors working	on this contract shall affirmat	ively state in writing in their
contracts that they are not in violation of Section	285.530.1 and shall not therea	after be in violation. Alternatively, a
subcontractor may submit a sworn affidavit under	er penalty of perjury that all en	iployees are lawfully present in the
United States.	*:	
	Affiant	Date
	Printed Name	<del></del>
Subscribed and sworn to be	efore me this day of	, 20

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

(Returned to County at the completion of project)

County of)	_		
)s State of)	S		
My name is	, I ar	n an authorized agent of	
(Compan	y). I am aware of the require	ements for OSHA training se	et out in §292.675
Revised Statutes of Missouri fo	r those working on public wo	orks. All requirements of sa	aid statute have
been fully satisfied and there ha	s been no exception to the fu	all and complete compliance	with said
provisions relating to the requir	ed OSHA training for all tho	se who performed services o	n this public
works contract for Boone Coun	ty, Missouri.		
NAME OF PROJECT:			
	Affiant	Date	
	Printed Name		
Subscribed and sworn to before	me this day of	, 20	
	<u> </u>		
	Notary	Public	

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

# AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

(Returned to County at the completion of project)

Before me, the undersigned Notary Public, in and for the County of		
State of, p	ersonally came and appeared (name and title)	
	of the (name of company)	
	(a corporation) (a partnership) (a	
proprietorship)		
out in Chapter 290 Sections 290.210 th Statutes, pertaining to the payment of projects have been fully satisfied and the compliance with said provisions and	and say that all provisions and requirements set rough and including 290.340, Missouri Revised wages to workmen employed on public works re has been no exception to the full and complete requirements and with Wage Determination sion of Labor Standards on the day the Contract and work in connection with	
(name of project)	located at	
	in	
County,	*	
Missouri and completed on the	, 20	
Signature		
Subscribed and sworn to me this20	day of,	
My commission expires	, 20	
Notary Public		

#### SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
As Principal, hereinafter called Contractor, and
a Corporation, organized under the laws of the State of
WHEREAS, Contractor has, by written agreement dated entered into a Contract with Owner for:

# BOONE COUNTY, MISSOURI 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its
Attorney-In-Fact at, on this day or
, 20
(Contractor)
(CEAL)
(SEAL) BY:
(Surety Company)
(SEAL)
BY:(Attorney-In-Fact)
(Attorney-In-Fact)
BY:
(Missouri Representative)
(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)
Surety Contact Name:
Phone Number:
Address:

#### SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and	
a corporation organized under the laws of the State of	
DOLLARS	
(\$), for the payment whereof Contractor and Surety bind themse their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly these presents:	
WHEREAS, Contractor has by written agreement dated enter into a contract with Owner for	ered

# BOONE COUNTY, MISSOURI 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

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

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

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

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

- 2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

nct at )	executed in its name and its corporate seal to be affi	day of
	CONTRACTOR	(SEAL)
	BY:	
	SURETY COMPANY	
	BY: (Attorney-In-Fact)	<u>-</u>
	BY:(Missouri Representative	<del></del>

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

## **SPECIFICATION SHEET**

#### lumenbeam™

MEDIUM WHITE & STATIC COLORS

Client:

Project name:

BOONE COUNTY COURT HOUSE

Order #

IBM-ADVISE-40K-ADVISE-NONE-ADVISE-NO-SY

Туре:

Qly:

#### **FEATURES AND BENEFITS**

- Physical:

   tow copper content high pressure die-cast aluminum housing
- Heavy aluminum formed yoke (standard yoke included) Stainless steel hardware

- Staintess steet instructions
  Silicone sealing devices
  Clear lempered gloss
  Dual chamber design for heat management and ease of maintenance
  Electro-stalically applied polyester powder coat linish
  3,05 kg / 6.7 lbs
  1866

- IP66 EPA, Front = 0.46 sq. ft. Side = 0.37 sq. ft,

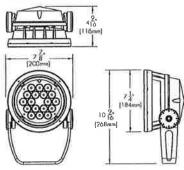
#### Performance:

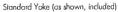
- erformance:

  Minimum 1fc (10.7 lux) @ 238 feet (72.5m) distance (4000K, 6° optic)
  1,400 delivered lumens and 56,521 candelas at nodir
  (4000K, 6° optic)
  6°, 10°, 20° or 40°, Elliptical distribution on 10° and 40° optics
  tumen maintenance 170 @ 25°C 120,000 hrs
  tumen measurements comply with LM 79 08 standard
  Operating temperatures · -25°C to 50°C

#### Electrical:

- Line vollage luminaire for 120 to 277V Power and dota in 1 cable, 3ft cord (#16-5)
- 0-10 volt, DMX or DALI dimming options





5 year warranty

Standard Yoke Mounting Adjustable pivot limits

emban, S.an 1.503, Mnazori (Daeber) Corodo HDK 106 - 1 877 927 3003 F 514 937 3003 F 514,937 6289 milit@kanenpulse.com www.lamenpulse.com Copyright © 2012 Lamenpulse

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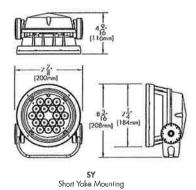


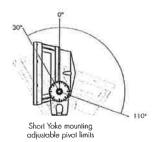


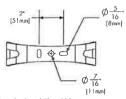
WIRE COLOR / USE

GROUND NEUTRAL LIVE 120-277V 0-10V / DATA 0-10V / DATA GREEN WHITE BLACK RED ORANGE

#### MOUNTING OPTIONS







Standard and Short Yoke mounting holes pattern



PM
Round Pole Mounting Accessory
\*Consult factory for square pole section





PM4-1, PM4.5-1, PM5-1 Round Pole Mounting accessory single fixture



PM4-2, PM4.5-2, PM5-2 Round Pole Mounting accessory twin fixtures

When PM4-2, PM4.5-2 or PM5-2 ore specified, one bracket assembly is supplied per 2 lixtures unles otherwise specified.

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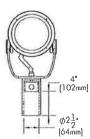


RFP #: 19-01MAY12

MOUNTING OPTIONS - continued from page 2



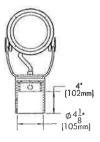
Tenon adapter to hit on 2 3/8" O.D. tenon

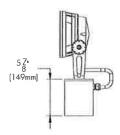


5 **Z**• 8 = [149mm]



Tenon adapter to fit on 4" O.D. tenon





#### **ACCESSORIES**



SN Snool (interior surface painted black)



VS Visor (interior surface pointed black)



WG Wire Guard



LSLA Linear Spread Lens Adjustable



L\$LH Linear Spread lens Horizontal distribution



Linear Spread lens Vertical distribution (factory installed)

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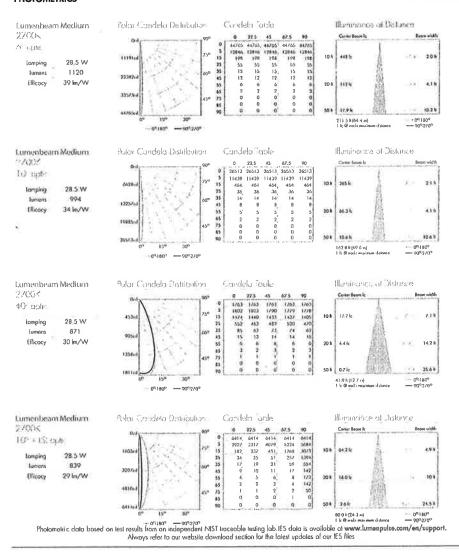
while reserves the right to make changes to this product at any time will and such modification shall be effective immediately.

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<sup>\*</sup>The snoot, visor, wire guard and adjustable linear spread lens accessories cannot be combined on the same fixture.

MEDIUM WHITE & STATIC COLORS

#### **PHOTOMETRICS**



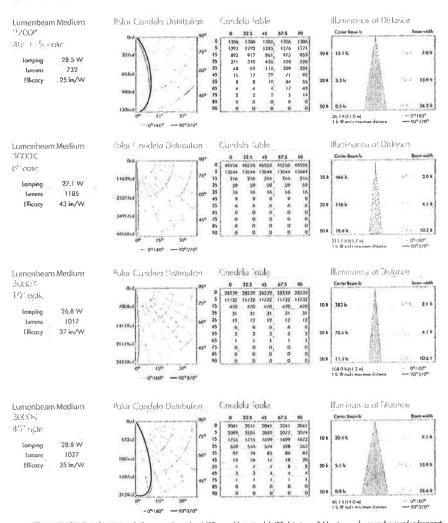
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MEDIUM WHITE & STATIC COLORS

#### **PHOTOMETRICS**



Photomotric data based on test results from an independent NIST traceable testing lab. IES data is available at www.lumenpulse.com/en/support.

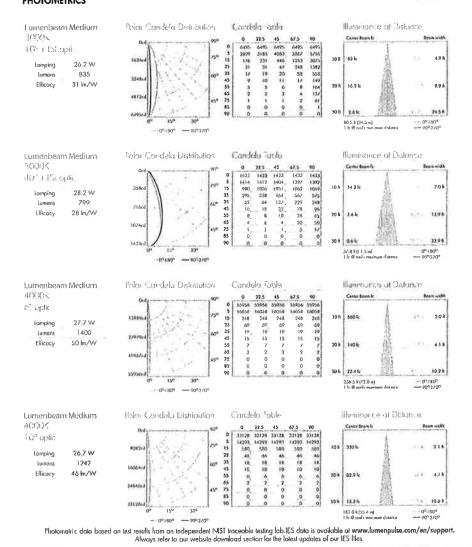
Always refer to our website download section for the latest updates of our IES files.

2011-12.12 EM R12 Lemonpulse reserves the right to make changes to this product at any time without prior notice and such modification shall be effective learned above.

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MEDIUM WHITE & STATIC COLORS

#### PHOTOMETRICS



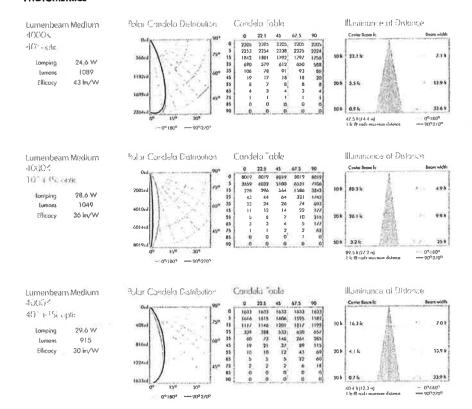
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#### **PHOTOMETRICS**



Photometric data based on test results from an independent NIST traceable testing Job.IES data is available at www.lumenpulse.com/en/support.

Always refer to our website download section for the latest updatas of our IES files.

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# **SPECIFICATION SHEET**

lumenbeam™

WHITE & STATIC COLORS

#### **ACCESSORIES**

Order separately

#### Control Systems:

LTO lumentouch is a wall mount DMX 512 controller keypod

LCU Lumencue is a USB / mini SD DMX 512 controller

UD tumenID is a serializing and addressing DMX 512 controller. It must be specified on all DMX applications. Refer to UD specification sheet for details.

#### CBOX:

Interior DMX 512 data box.

Data input and output, M20 provision holes with plugs. Data input and output, M2D provision notes with plugs. Voltage input and output, M2O provision holes with plugs. Up to six outputs to fistoures, M2O provision holes with plugs. Please specify desired input voltage and finish. Refer to iCBOX specification sheet for details.

CBOX-\_\_V-\_\_- DNX 512 data box
Data input and output, M20 provision holes with plugs. Vallage input and output, M20 provision hales with plugs. Up to six outputs to fixtures, M20 provision hales with plugs. Please specify desired input vallage and finish. Refer to CBOX specification sheet for details.

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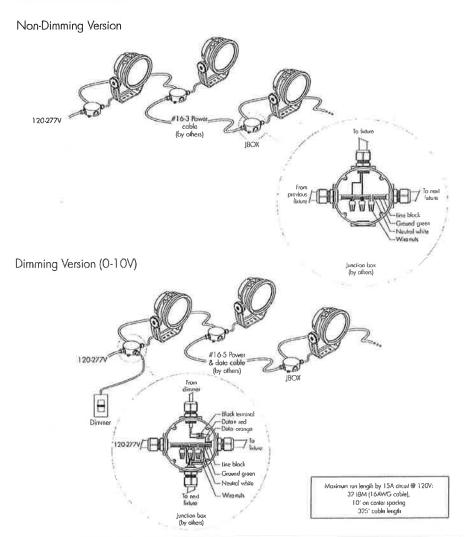
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### TYPICAL WIRING DIAGRAMS



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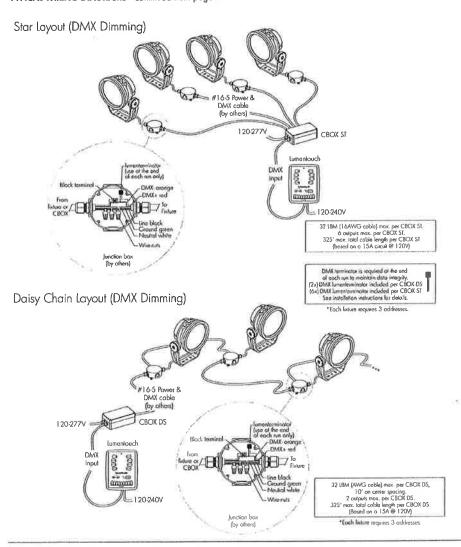
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TYPICAL WIRING DIAGRAMS - continued from page 9

MEDIUM WHITE & STATIC COLORS



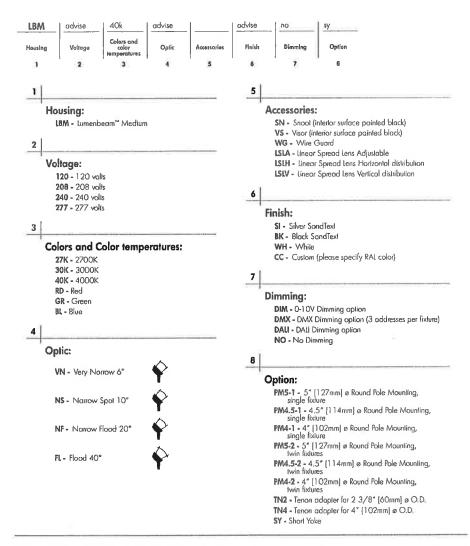
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2011\_12.12 EM -R12 ves the rigid to make changes to this product at any time and such medification shall be effective immediately. Sustainable architectural LED lighting systems

RFP #: 19-01MAY12

### **HOW TO ORDER**



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gulie, 1731 RcLimbun, Site 1505, Montout Raukout Consului 1136 (CA - 1,877 92/3003 F 514 92/3003 F 514 93/0709 Inici@komangulia.com werevlammeppulis.com Copyright © 2012 Lammenpulis

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Exmempulse reserves the right to make changes to this product at any time without prior notice and such modification shall be effective transdicably.

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RFP #: 19-01MAY12

### SECTION 02750 - PORTLAND CEMENT CONCRETE PAVING

### PART 1 - GENERAL

### 1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.

### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be Class "A" concrete, unless otherwise specified and all materials, proportioning, air-entralning, mixing, and transporting for Portland cement concrete shall be in accordance with Section 230 of the Boone County Roadway Regulations Chapter II.
- B. Reinforcing steel shall conform to Section 238 of the Boone County Roadway Regulations Chapter II.
- C. Joint materials shall conform to Section 231 of the Boone County Roadway Regulations Chapter II.

### **PART 3 - EXECUTION**

### 3.2 INSTALLATION

Placement of Portland cement concrete pavement shall comply with Section 231 of the Boone County Roadway Regulations Chapter II.

### **END OF SECTION**

02750-PORTLAND CEMENT CONCRETE PAVING

### SECTION 02770 - CONCRETE CURB AND GUTTER

### PART 1 - GENERAL

### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- Thickness Tolerance Deficiency shall not exceed 1/4 inch.

### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be Class "A" concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with Section 230 of the Boone County Roadway Regulations Chapter II.
- B. Reinforcing steel shall conform to Section 238 of the Boone County Roadway Regulations Chapter II.
- C. Joint materials shall conform to Section 231 of the Boone County Roadway Regulations Chapter II.

### PART 3 - EXECUTION

### 3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with Section 232 of the Boone County Roadway Regulations Chapter II.

### **END OF SECTION**

02770-CONCRETE CURB AND GUTTER

### **SECTION 02773 - CONCRETE DRIVEWAY**

### PART 1 - GENERAL

### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- Thickness Tolerance Deficiency shall not exceed 1/4 inch.

### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Concrete used in the construction of concrete driveway shall be Class "A" concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with Section 230 of the Boone County Roadway Regulations Chapter II.

### **PART 3 - EXECUTION**

### 3.1 INSTALLATION

Placement of concrete driveway shall comply with Section 237 of the Boone County Roadway Regulations Chapter II.

### END OF SECTION

02773-CONCRETE DRIVEWAY

### **SECTION 02775 - CONCRETE SIDEWALK**

### PART 1 - GENERAL

### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance Deficiency shall not exceed 1/4 inch.

### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 - PRODUCTS

### 2.1 MATERIALS

A. Concrete used in the construction of concrete sidewalk shall be Class "A" concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with Section 230 of the Boone County Roadway Regulations Chapter II with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight.

### PART 3 - EXECUTION

### 3.1 INSTALLATION

Placement of concrete sidewalk shall comply with Section 234 of the Boone County Roadway Regulations Chapter II.

### **END OF SECTION**

02775-CONCRETE SIDEWALK

# TECHNICAL SPECIFICATION - Grasspave2 with 92% Void Space and Hydrogrow Mixture CSI Master Format 32 12 43 Flexible Porous Pavement (Section 02795 Porous Pavement)

### PART 1 - GENERAL

1.01 General Provisions

A. The Conditions of the Contract and all Sections of Division 1 are hereby made a part of this Section.

### 1.02 Description of Work

- A. Work Included:
  - Provide and install sandy gravel road base as per Geotechnical Engineer's recommendations and/or as shown on drawings, to provide adequate support for project design loads. See 2.02 Materials
  - Provide Grasspave2 Paving System products including Grasspave2 units, Hydrogrow soil polymer, and installation per the manufacturer's instructions furnished under this section.
  - 3. Provide and install clean sharp sand to fill the Grasspave2 units, when needed.
  - 4. Provide and install grass by using sod or hydroseeding.
- B. Related Work:
  - 1. Subgrade preparation under Section 31 20 00 Earth Moving (02200 Earthwork).
  - Utilities and subsurface drainage Section 33 40 00 Storm Drainage Utilities (02700 Subsurface Drainage and Structures), as needed.
  - 3. Irrigation installation Section 32 80 00 Irrigation (02810 Irrigation), when needed.

### 1.03 Quality Assurance

- A. Follow Section 01 33 23 Shop Drawings, Product Data, and Samples (01340 Shop Drawings, Product Data, and Samples) requirements.
- B. Installation: Performed only by skilled workpeople with satisfactory record of performance on landscaping or paving projects of comparable size and quality.

### 1.04 Submittals

- A. Submit manufacturer's product data and installation instructions.
- B. Submit a 10" x 10" section of Grasspave2 material for review. Reviewed and accepted samples will be returned to the contractor.
- C. Submit material certificates for base course and sand fill materials.

### 1.05 Delivery, Storage, and Handling

A. Protect Grasspave2 units from damage during delivery and store under tarp to protect from sunlight, when time from delivery to installation exceeds one week. Keep Hydrogrow in a dark and dry location.

### 1.06 Project Conditions

- A. Review installation procedures and coordinate Grasspave2 work with other work affected. Generally, Grasspave2 is installed at the same time as project grass installation, nearly the last site construction activity.
- B. All hard surface paving adjacent to Grasspave2 areas, including concrete walks and asphalt paving must be completed prior to installation of Grasspave2.
- C. Gradients for grass porous paving surfaces can vary from flat to 20%, depending upon vehicle types to use the surface. Please note that fire lanes, or other emergency vehicles, will generally require a gradient that is less than 6%. If there are any questions regarding existing gradients on this project, please contact the Project Designer, or Invisible Structures, Inc.
- D. Cold weather:
  - 1. Do not use frozen materials or materials mixed or coated with ice or frost. Be careful in handling rolls of Grasspave2 in temperatures below 50 degrees F, as product connectors

become stiff and can separate, and the individual units will retain the roll curl until warmed to room temperature (aided by placement in sun for 15 to 20 minutes). If cold weather is anticipated, Grasspave2 can be shipped in flat sheets that measure 1-meter (40") square.

2. Do not build on frozen work or wet, saturated or muddy subgrade.

- E. Protect partially completed paving against damage from other construction traffic when work is in progress, and until grass root system has matured (about 3 to 4 weeks). Any barricades constructed must still be accessible by emergency and fire equipment during and after installation.
- F. Protect adjacent work from damage during Grasspave2 installation.

### **PART 2 - PRODUCTS**

### 2.01 Availability

- A. Manufacturer: (Grasspave2, Hydrogrow) Invisible Structures, Inc., 1600 Jackson Street., Suite 310, Golden, Colorado 80401. Call from USA and Canada 800-233-1510 toll free, International 303-233-8383, Fax 303-233-8282.
- B. Local Sales Representative: (Contact Manufacturer)

### 2.02 Materials

A. Base Course: Sandy gravel material from local sources commonly used for road base construction, passing the following sieve analysis.

Sieve	%Passin
1"	100
3/4"	90-100
3/8"	70-80
#4	55-70
#10	45-55
#40	25-35
#200	3-8

- 1. Sources of the material can include either "pit run" or "crusher run." Crusher run material will generally require sharp sand to be added to mixture (33% by volume) to ensure long-term porosity. If there is difficulty in finding local sources to meet this sieve analysis, and alternative mixture can be created by mixing 2/3 crushed drainage rock (0.75" dia) with 1/3 coarse, well-draining sand (AASHTO M6 or ASTM C-33).
- Selected materials should be nearly neutral in pH (range from 6.5 to 7.2) to provide adequate root zone development for turf.
- Alternative materials such as crushed shell, limerock, and/or crushed lava may be considered for base course use, provided they are mixed with sharp sand (33%), and brought to proper compaction.

(Crushed shell and limerock alone can set up like concrete without sand added.)

- B. Hydrogrow Mix: A proprietary soil amendment manufactured by Invisible Structures, Inc., provided with Grasspave2.
- C. Grasspave2 Grass Paving Units:
  - Lightweight injection-molded plastic units 0.5x0.5x0.025m (20"x1" high, 2.7 ft2 each) with hollow rings rising from a strong open grid allowing maximum grass root penetration and growth,
  - 2. Unit weight = 510 g (18 oz.), volume = 8% solid.
  - The plastic shall be 100% pre-consumer recycled HDPE plastic resin, with minimum 3% carbon black concentrate added for UV protection.
  - 4. Loading capability is equal to 402 kg/cm2 (5721 psi, 823,824 psf, 7.4 million psy, 39,273 kPA, 3707 tons/sq.yd.) when filled with sand, over an appropriate depth of base.
  - Grasspave2 is shipped in pre-assembled rolls that vary from 10 square meters (108 sf) to 50 square meters (1345 sf).
  - 6. Male/Female Fastener Tensile Strength (from a Pull Test) is equal to 80,208 N/m (450 lbsf/in.)
- 7. Standard color is black.

Any products failing to meet these standards will be rejected.

D. Sand: To fill the 25 mm (one inch) high rings and spaces between the rings when seeding or using 13 mm (half inch) thick sod (soil thickness):

(Choose one of the following paragraphs to suit project requirements.)

- 1. Coarse, well-draining sand (washed concrete sand- AASHTO M6 or ASTM C-33).
- 2. United States Golf Association (USGA) greens (section) sand mix "The Root Zone Mixture."
- E. Grass: Use species resistant to wear by traffic generally a Blue/Rye/Fescue mix used for athletic fields in northern climates, and Zoysia, Fescue, or Bermuda types in southern climates. (Check with local sod and seed suppliers for preferred mixtures.) (Dedicated fire lanes can use same grass species used on surrounding turf.) (Parking applications require greatest wear-resistant species possible, generally available only by seed or sprigging.)

(Choose one of the following paragraphs to suit project requirements.)

- Sod: Use 13 mm (0.5") thick (soil thickness) rolled sod from a reputable local grower. Species should be wear resistant, free from disease, and in excellent condition. Sod shall be grown in sand or sandy loam soils only. Sod grown in soils of clay, silt, or high organic materials such as peat, will not be accepted.
- 2. Seed: Use seed materials, of the preferred species for local environmental and projected traffic conditions, from certified sources. Seed shall be provided in containers clearly labeled to show seed name, lot number, net weight, % weed seed content, and guaranteed % of purity and germination. Pure Live Seed types and amount shall be as shown on plans.
- F. Mulch: (Needed only for seeding.) Shall be of wood or paper cellulose types of commercial mulch materials often used in conjunction with hydroseeding operations. Mulches of straw, pine needles, etc. will not be acceptable because of their low moisture holding capacity.
- G. Fertilizer: A commercial "starter" fertilizer, with Guaranteed Analysis of 17-23-6, or as recommended by local grass supplier, for rapid germination and root development.
- H. Grasspave2 Sign: A sign to identify the presence of Grasspave2 paving, stating that special maintenance is required, with the Manufacturer's phone number, and made of durable materials for outdoor exposure shall be provided and installed.
- I. Fire lane Signage & Delineation: Fire lanes must be identified regarding their entrance and physical location with the placement of signs, gates, curbs, bollards, etc. Specific signage wording and other details must be coordinated with and approved by local fire authorities.

### **PART 3 - EXECUTION**

### 3.01 Inspection

(It is recommended that Fire Department inspectors be scheduled to inspect installation of Grasspave2 during preparation of the subbase, installation of the base course, and installation of Grasspave2 units. Most small projects can accommodate these inspections all on the same day. Verify with Fire Department if certificates of inspection are required.)

- A. Examine subgrade and base course installed conditions. Do not start Grasspave2 installation until unsatisfactory conditions are corrected. Check for improperly compacted trenches, debris, and improper gradients.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance. If existing conditions are found unsatisfactory, contact Project Manager for resolution.

### 3.02 Preparation

(Ensure that subbase materials are structurally adequate to receive designed base course, wearing course, and designed loads. Generally, excavation into undisturbed normal strength soils will require no additional modification. Fill soils and otherwise structurally weak soils may require modifications, such as geotextiles, geogrids, and/or compaction (not to exceed 90%). Ensure that grading and soil porosity of the subbase will provide adequate subsurface drainage.)

A. Place base course material over prepared subbase to grades shown on plans, in lifts not to exceed 150 mm (6"), compacting each lift separately to 95% Modified Proctor. Leave minimum 25 mm (1") to 35 mm (1.5") for Grasspave2 unit and sand/sod fill to Final Grade.

B. Spread all Hydrogrow mix provided (spreader rate = 4.53 kg per 100 m2 (10 lbs per 1076 ft2) evenly over the surface of the base course with a hand-held, or wheeled, rotary spreader. The Hydrogrow mix should be placed immediately before installing the Grasspave2 units to assure that the polymer does not become wet and expanded when installing the units.

### 3.03 Installation of Grasspave2 Units

- A. Install the Grasspave2 units by placing units with rings facing up, and using pegs and holes provided to maintain proper spacing and interlock the units. Units can be easily shaped with pruning shears or knife. Units placed on curves and slopes shall be anchored to the base course, using 16d Common nails with fender washer, as required to secure units in place. Tops of rings shall be between 6 mm to 13 mm (0.25" to 0.5") below the surface of adjacent hard-surface pavements.
- B. Install sand in rings as they are laid in sections by "back-dumping" directly from a dump truck, or from buckets mounted on tractors, which then exit the site by driving over rings already filled with sand. The sand is then spread laterally from the pile using flat bottomed shovels and/or wide "asphalt rakes" to fill the rings. A stiff bristled broom should be used for final "finishing" of the sand. The sand must be "compacted" by using water from hose, irrigation heads, or rainfall, with the finish grade no less than the top of rings and no more than 6 mm (0.25") above top of rings.

#### 3.04 Installation of Grass

(Choose one paragraph below to meet grass installation method desired.)

- A. (Preferred method) Hydroseeding/hydro-mulching A combination of water, seed and fertilizer are homogeneously mixed in a purpose-built, truck-mounted tank. The seed mixture is sprayed onto the site at rates shown on plans and per hydroseeding manufacturer's recommendations. Coverage must be uniform and complete. Following germination of the seed, areas lacking germination larger than 20 cm x 20 cm (8" x 8") must be reseeded immediately. Seeded areas must be fertilized and kept moist during development of the turf plants.
- B. Install thin sod directly over sand filled rings, filled no higher than the top of the rings. Sod strips should be placed with very tight joints. Sodded areas must be fertilized and kept moist during root establishment (minimum of 3 weeks). Sodded areas must be protected from any traffic, other than emergency vehicles, for a period of 3 to 4 weeks, or until the root system has penetrated and established well below the Grasspave2 units.
- C. Install grass seed at rates per grass type. A light "dusting" of commercial topsoil mix, not to exceed 1/2" (25 mm) can be placed above the rings and seed mix to aid germination rates. Seeded areas must be fertilized and kept moist during development of the turf plants.

### 3.05 Protection

(Choose one paragraph below to match grass installation method.)

- A. Seeded areas must be protected from any traffic, other than emergency vehicles, for a period of 4 to 8 weeks, or until the grass is mature to handle traffic.
- B. Sodded areas must be protected from any traffic, other than emergency vehicles, for a period of 3 to 4 weeks, or until the root system has penetrated below the Grasspave2 units.

### 3.06 Cleaning

- A. Remove and replace segments of Grasspave2 units where three or more adjacent rings are broken or damaged, reinstalling as specified, so no evidence of replacement is apparent.
- B. Perform cleaning during the installation of work and upon completion of the work. Remove all excess materials, debris, and equipment from site. Repair any damage to adjacent materials and surfaces resulting from installation of this work.

### END OF SECTION

If you have any questions regarding this specification, please call Invisible Structures, Inc. 1-800-233-1510, overseas call 303-233-8383. Version 02/2011



- Home
- Labor Standards
- Prevailing Wage
- Excessive Unemployment

### **Excessive Unemployment and Restrictive States**

### "EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo). To file a complaint against a contractor for employing a worker from one of the restrictive states below on a Missouri public works project, submit the complaint form online for the Division to investigate.

Restrictive States- workers from these states are NOT allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Non-Restrictive States- workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

http://labor.mo.gov/DLS/PrevailingWage/excessive\_unemployment.asp

12/28/2011

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

# Annual Wage Order No. 18

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
Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	** Date of	•	Hourly Rates	Over- Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbeatos Worker	100000000000000000000000000000000000000		\$30.78	55	60	\$18.11
Bollermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason		-	\$28.20	59	7	\$14.33
Carpenter	6/11	1	\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRIC	CIAN (INSI	DE WIREMAN	) RATE
Elevator Constructor		a	\$40,945	26	54	\$21.505
Operating Engineer						10000000
Group I	6/11		\$25.81	88	66	\$21.43
Group II	6/11		\$26.81	86	66	\$21,43
Group III	8/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	66	\$21.43
Group V	6/11		\$26.51	86	66	\$21.43
Pipe Fitter		ь	\$34.00	91	69	\$21.43
Blazier		C	\$26.35	122	76	\$14.22 + 5.2%
aborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
ather	0 1 1		USE CARPENT	ER RATE		
inoleum Laver & Cutter			USE CARPENT	ER RATE		
Aarble Mason			\$20.62	124	74	\$12.68
Allwright	6/11		\$25.09	60	15	\$12.35
ron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
lasterer	-		\$24.29	94	5	\$12.12
lumber		b	\$34.00	91	69	\$21.43
le Driver	6/11		\$25.09	60	15	\$12.35
loofer			\$27,90	12	4	\$12.59
heet Metal Worker			\$28.90	40	23	\$13.35
prinkler Fitter	6/11		\$30.84	33	19	\$17.00
errazzo Worker			\$27.48	124	74	\$14.32
le Setter			\$20.62	124	74	\$12.68
ruck Driver - Teamster						
Graup I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.65	101	6	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
raffic Control Service Driver			\$26.415	22	65	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

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

\*8EE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 18

6/11

<sup>\*\*</sup>Annual Incremental Increase

# Building Construction Rates for BOONE County Footnotes

Section 010

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

<sup>\*</sup> 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) $_{\circ}$ 

- a Vacation: Employees over 5 years 8%; Employees under 5 years 8%
- b Ali work over \$7 Mil. Total Mech. Contract \$34.00, Fringes \$21.43
- All work under \$7 Mil. Total Mech. Contract \$32.66, Fringes \$18.04
- c Vacation: Employees after 1 year 2%; Employees after 2 years 4%; Employees after 10 years 5%

ANNUAL WAGE ORDER NO. 18

3/11

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 (1%) 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 overlime 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 (8) 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 Fridey. 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. 25: 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 jobaite 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.

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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 elde 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 (7%) 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 (11/2) 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 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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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. 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 (6) 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 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 per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working

NO. 55: Means the regular work day shall be eight (6) 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 (11/2) times the straight time rate. All work performed on Sunday, observed holdays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

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

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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 at 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 8:30 p.m. Forty (40) hours per week shall constitute a weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day 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 frings 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 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, shall be compensated for at time and one-half (1½) the regular Millwright hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

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NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (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 reacgnized 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 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 \$2.00 per hour premium for seven (7) hour 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) limes 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 (11/2) (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 6:00 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. (and resulting quitting time of 4:30 p.m.) may be moved forward to 8:00 a.m. or delayed one (1) hour to 9:00 a.m. (and resulting quitting time of 4:30 p.m.) for (4) ten-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 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 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.

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, (6-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

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# BOONE COUNTY HOLIDAY SCHEDULE - BUILDING CONSTRUCTION

- NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shell be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shell be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.
- NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.
- NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.
- NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours loward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too 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, Thanksglving 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 of Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Suprintendent 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 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.
- 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 Saunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.
- NO. 64: 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.

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# BOONE COUNTY HOLIDAY SCHEDULE - BUILDING CONSTRUCTION

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. 89: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employer will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

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.

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Heavy Construction Rates for BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over- Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oller-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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

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

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

\*Annual Incremental Incresse

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6/11

### 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 a mephoyer 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 1½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 s.m. and not later than 8:00 s.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 three shifts are worked the first day or day shift will consist of eight (8) or ten (10) hours exclusive of funchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of funchtime. The second or swing shift shall consist of seven

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day a straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-6's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one one one-half (1½) 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.

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# BOONE COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

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

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

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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**ANNUAL WAGE ORDER NO. 18** 

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### **OUTSIDE ELECTRICIAN**

These rates are to be used for the following counties:

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

### COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

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

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

### **UTILITY WORK**

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Linemen Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.65%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday Inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. 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.

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

ANNUAL WAGE ORDER NO. 18

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Boone County Purchasing 613 E. Ash Street, Room 110 Columbia, MO 65201

Melinda Bobbitt, CPPB, Director (573) 886-4391 – Fax: (573) 886-4390

### "NO BID RESPONSE FORM"

# NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this RFP request, but would like to remain on the Boone County vendor list <u>for</u> <u>this service/commodity</u>, 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.

# RFP: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

Business Name:	
Address:	<u> </u>
Telephone:	
Contact:	
Date:	
Reason(s) for Not Submitting Proposa	1 Response :
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