

COUNTY OF BOONE – MISSOURI



REQUEST FOR PROPOSAL

FOR

**VIDEO CONFERENCING EQUIPMENT
GROUND FLOOR COURTROOM**

REQUEST FOR PROPOSAL #: 74-11DEC15

RELEASE DATE: November 10, 2015

SUBMITTAL DEADLINE: December 11, 2015

SUBMITTAL TIME: 2:00 p.m. CST

BOONE COUNTY PURCHASING
613 EAST ASH STREET, ROOM 109
COLUMBIA, MO 65201
www.showmeboone.com

CHELI HALEY, BUYER
PHONE: (573)886-4392
FACSIMILE: (573)886-4390
E-MAIL: chaley@boonecountymo.org

NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposal for the following:

Request for Proposal Number: 74-11DEC15 – Video Conferencing Equipment – Ground Floor Courtroom

Sealed proposals will be accepted until 2:00 p.m. on December 11, 2015 in the Boone County Purchasing Office, Boone County Annex Building, 613 East Ash Street, Room 109, Columbia, MO 65201.

Requests for Proposal are available in the Purchasing Office and requests for copies may be made by phone: (573)886-4392, by fax: (573)886-4390, or by email: chaley@boonecountymo.org.

Vendors may obtain further information on the Boone County webpage at www.showmeboone.com.

Cheli Haley,
Buyer

Insertion Date: November 10, 2015
COLUMBIA MISSOURIAN

1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1. 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.

1.2. Proposal Closing:

All proposals shall be delivered before 2:00 p.m. Central Standard Time on Friday, December 11, 2015 to:

Boone County Purchasing Department
Attn: Cheli Haley, Buyer
613 East Ash Street, Room 109
Columbia, MO 65201

The County will not accept any proposals received after 2:00 p.m. and will return late proposals to the Respondent.

1.3. Submissions:

Respondents must submit one (1) original and three (3) copies of the proposal. Proposals will be opened publicly, and only names of Respondents will be read aloud. All proposal responses will be considered public information. All responses will become part of public record following contract execution or rejection and will be released to any person who requests it.

Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the Request for Proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

If you do not care to submit a proposal, please return the No Bid Response Page and note your reason. No faxed or electronic transmitted proposals will be accepted.

If you have obtained the proposal document from our webpage 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 you with addenda for this proposal if you are not on our list of registered vendors. You may check our website for addenda at www.showmeboone.com, and then select "Purchasing," then "Current Bid Opportunities."

2. INTRODUCTION AND GENERAL INFORMATION

2.1. Introduction:

This document constitutes a request for sealed proposals for Video Conferencing Equipment in the Ground Floor Courtroom of the Boone County Courthouse as set forth herein.

2.2. Organization:

This document, referred to as a Request for Proposal (RFP) is divided into the following sections and contains the attachments listed:

1. Instructions and General Conditions
2. Introduction and General Information
3. Scope of Services
4. Contract Terms and Conditions
5. Response to Proposal
6. Response/Pricing Page
7. Attachments
 - a) Respondent's Acknowledgment
 - b) Instructions for Compliance with House Bill 1549 and Work Authorization Certification
 - c) Certification of Individual Respondent and Individual Affidavit
 - d) Signature and Identity of Respondent
 - e) Certification Regarding Debarment
 - f) Standard Terms and Conditions
 - g) Statement of Respondent's Qualifications and Prior Experience
 - h) Anti-Collusion Statement
 - i) Affidavit of Compliance with the Prevailing Wage Law (*Awarded Contractor returns at project completion*)
 - j) Affidavit of Compliance with OSHA (*Awarded Contractor returns at project completion*)
 - k) "No Bid" Response Form
 - l) Annual Wage Order #22

2.3. Pre-Proposal Conference:

A pre-proposal conference will be held in the Ground Floor Courtroom of the Boone County Courthouse on November 24, 2015 at 2:00 p.m. to allow Respondents the opportunity to ask questions as well as view the existing equipment and site of the project. Attending the pre-proposal conference is optional but strongly recommended.

2.4. Guidelines for Written Questions:

All questions regarding this Request for Proposal should be submitted in writing no later than 5:00 p.m. on Friday, December 4, 2015. All questions must be mailed, faxed, or emailed to the attention of Cheli Haley, Buyer. 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 and by posting the addendum on the Purchasing Department page of the County website under Current Bid Opportunities. Questions should be submitted to:

Boone County Purchasing Department
Attn: Cheli Haley, Buyer
613 East Ash Street, Room 109
Columbia, MO 65201

Phone: (573)886-4392
Facsimile: (573)886-4390
chaley@boonecountymmo.org
www.showmeboone.com

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 in writing 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 the RFP, are invalid.

2.5.Owner’s Tax Exemption Status:

2.5.1. The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All Respondents acknowledge and agree that its lump sum price to the County of Boone excludes Missouri sales and use taxes, and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

2.5.2. To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

2.6.Billing and Payment:

All invoices must be submitted to Mary Epping, Court Administrator of the 13th Judicial Circuit. Payment will be made within thirty (30) days after receipt of a correct and valid invoice following completion and acceptance of the project. The Purchase Order or contract number should appear on the invoice.

2.7.Designee:

Mary Epping, Court Administrator, Boone County Courthouse, 705 East Walnut Street, Columbia, MO 65201

2.8.Proposed Solicitation/Award Schedule:

November 9, 2015	Release of RFP
November 9, 2015	Advertisement of RFP
November 24, 2015 at 2:00 p.m.	Pre-Proposal Conference
December 4, 2015	Deadline for submitting questions
December 11, 2015 at 2:00 p.m.	Proposal due date and time
December 14, 2015 – December 28, 2015	RFP Evaluation
December 29, 2015	Contract Award
January 5, 2015	Notice to Proceed
February 5, 2015	Completion/Full Acceptance Date

3. SCOPE OF SERVICES

3.1. **Background:**

The video conferencing equipment located in the ground floor courtroom of the Boone County Courthouse is used to conduct video arraignments, usually with the Boone County Jail, on nearly a daily basis. The current video conferencing equipment consists of:

- Two 19" flat screen, wide screen monitors at the attorney tables
- One 15" flat screen, wide screen monitor at the judge's bench
- Three 1990s era TV cameras mounted next to each of the monitors
- One 27" CRT TV monitor for viewing by the gallery
- One 13" CRT TV monitor for the courtroom clerk
- Tandberg 3000 MXP codec (purchased 2004)
- Sigma Electronics SS-2100-6 video multiplexer
- Shure SCM810 eight channel audio mixer
- On screen time/date generator

The audio input is provided through four (4) wired microphones for the judge, witness, and each of the two attorney tables. Audio from the microphones is first routed into a separate audio mixer in another cabinet and is not part of the video conferencing configuration. Leading out of the separate audio mixer each line has a hard wired "Y" that splits the signal into two (2) directions (one to a FTR mixer which connects to the computer and the other to the Shure SCM810 eight channel audio mixer, and then ultimately to the Tandberg codec.) The audio output is heard through the speakers in the TV monitors.

During video conferencing the courtroom participants and the far end (Boone County Jail) participant all have quad screen views consisting of the judge, attorney A, attorney B, and the far end participant allowing each to view the others. The existing video multiplexer gives the courtroom clerk the ability to project any of the four individual views onto the screens with the exception of the far end screen. This configuration also allows for video arraignments to be recorded onto VHS tapes and time/date stamped with the onscreen time/date generator. It should be noted that recording is no longer a requirement and will not be considered in the future solution.

The courtroom clerk is responsible for connecting to the far end using one of two ways: if the far end is using the state's network, the courtroom clerk uses the codec remote control to dial the site by IP directly; and if the far end is using a network other than the state's network, the courtroom clerk uses Radvision (Scopia) multimedia bridge to make the connection, which is done via a computer at the clerk's workstation.

3.2. **Scope of Services:**

The County requests bids to replace the video conferencing equipment in the Boone County Courthouse due to the aging Tandberg codec and the poor audio quality of the existing equipment. At a minimum the proposed equipment solution shall meet all specifications listed in Section 3.3. In the event that both a programmable control panel and supplemental speakers are to be used for the proposed video conferencing equipment, then an option should be included for teleconferencing. Minimum specifications for proposed teleconferencing equipment are listed in Section 3.4.

3.3.General Specifications for Video Conferencing Equipment:

3.3.1. Equipment shall utilize a 3 camera configuration that shows the judge and each of the two (2) attorney tables.

3.3.2. Equipment should allow the courtroom cameras to be modifiable via pan, tilt, and zoom (PTZ).

3.3.3. Equipment should provide a camera configuration that allows the witness seated near the judge to be viewed by the far end when needed. Cameras are usually trained on the judge and two (2) attorney tables, but will sometimes require that the camera be trained on the witness to allow the far end to hear and see the witness.

3.3.3.1. Note that this has been accomplished in other courtrooms by a preconfigured setting that adjusts a camera with PTZ capability to show both the judge and witness in the same view.

3.3.4. Equipment shall provide monitors for the judge, two (2) attorney tables, and the courtroom clerk, a total of (4) monitors.

3.3.5. Equipment shall include at least one (1), but preferably two (2), flat screen monitors of sufficient size that be viewed by the gallery. The gallery monitor(s) should be on a swing arm so that a testifying witness can view that monitor in lieu of having a separate, dedicated witness monitor.

3.3.6. Equipment shall configure the quad screen view as the primary / default option.

3.3.7. Equipment should allow an option for all courtroom monitors simultaneously to view only one of the four cameras (judge, attorney A, attorney B, far end). While it is desirable the equipment allow an option to select and display only one of the three courtroom cameras (judge, attorney A, attorney B) or the far end on all courtroom mointors, this is not required.

3.3.8. Equipment shall always show the quad screen view to the far end regardless of what is stated in Section 3.3.7.

3.3.9. Equipment shall allow the courtroom clerk to control the codec and other modifiable components (e.g. cameras) by either remote control(s) and/or a control panel from the clerk's work area in the courtroom.

3.3.10. Equipment shall be IP-based as the court does not use and is not configured for ISDN.

3.3.11. When powered on the system shall automatically proceed to a state where components are ready for a video conference with the exception of the monitors. It is acceptable for the monitors to be manually powered on and off. The proposed solution shall not require staff to assemble/configure components, start software, etc. in order to perform a video conference.

3.3.12. Equipment shall not auto-answer incoming calls via video conference, and shall require the courtroom clerk to take a positive step to answer or ignore the call such as by pressing a button on a control panel or on a remote control.

3.3.13. Equipment shall have good audio quality. If the proposed courtroom audio solution is through the flat screen monitors and sound quality or volume are deemed not acceptable to the County, then an additional speaker solution shall be included.

3.3.14. Equipment shall not be required to have an onscreen date/time display like the current equipment.

3.3.15. Equipment shall not be required to preserve video conferences via digital or video tape recordings.

- 3.3.16. Equipment should display “titles” of the camera views on the monitors such as “Judge”, “Attorney A”, “Attorney B”, and possibly the hostname of the far end video conferencing codec.
- 3.3.17. The panel shall be placed conveniently for the courtroom clerk to control if using a programmable control panel.

3.4. Optional – Teleconferencing Equipment:

- 3.4.1. Equipment shall not automatically answer incoming calls. Incoming calls shall require courthouse staff to either answer or ignore the call.
- 3.4.2. Equipment shall include programmable speed dial capability for at least five (5) numbers.
- 3.4.3. Equipment shall allow a method for staff to add and edit speed dial numbers without requiring vendor assistance.
- 3.4.4. Equipment should use a line splitter to share the existing courtroom telephone line.

3.5. Training:

- 3.5.1. On-site technical training shall be provided to the 13th Judicial Circuit Technicians and Courtroom Staff upon County acceptance.
- 3.5.2. On-site training shall be scheduled on a date and time approved by the County.
- 3.5.3. The successful Respondent shall provide paper and electronic copies of the training materials to be used for the initial training as well as to enable future staff training

3.6. Installation of New Equipment:

- 3.6.1. Since the Ground Floor Courtroom will not be available for use during the installation of the video conferencing equipment, it is the preference of the County that the awarded Contractor begin work and continue with the installation without interruption until the project is complete.
- 3.6.2. Court will be in session in other courtrooms within the building. The awarded contractor is to provide a “sequencing plan” to insure that disruption of their existing services does not occur while Courts are in session. No disruption or cutting of existing services will be allowed without prior consent of the County representative. All new “tie-ins” must also be coordinated with the County representative to insure that it will not interrupt existing services.
- 3.6.3. The courtroom will be available for the Contractor between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Workers shall enter the courthouse through the front door. Court security personnel will inspect all containers, equipment, and tools that enter courthouse. All tools and containers entering the courthouse through the front door must be able to pass through the security x-ray machine.
- 3.6.4. The awarded Contractor may use the Ground Floor Courtroom to store their equipment and tools during the installation of the video conferencing equipment.
- 3.6.5. The price should reflect the cost of the installation of the equipment by the vendor.
- 3.6.6. The awarded Respondent shall be responsible for resolution of technical issues during development and implementation prior to the County’s final acceptance. Such resolution shall be accomplished at no additional costs to the County.
- 3.6.7. The system shall be complete, including but not limited to, hardware, mounts connectors, wiring, and software.

3.6.8. The successful Respondent shall provide the County with an Acceptance Test Plan that aligns with and meets all agreed upon equipment specifications.

3.6.9. The equipment shall be fully operational and demonstrated in a site test prior to County acceptance.

3.6.10. Workers installing the equipment shall be paid not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri. See Section 4.4. Prevailing Wage.

3.6.11. Insurance shall be required for the installation of the equipment. Insurance Requirements are described in Section 4.1.

3.6.12. If the proposed video conferencing equipment solution includes equipment that requires software and programming, then an electronic copy of the source code shall be provided to the 13th Judicial Circuit Technicians upon County acceptance.

3.7. Disposal of Old Equipment:

3.7.1. The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean at the end of each workday. All materials, tools, equipment, etc., shall be removed and safely stored.

3.7.2. Any existing equipment to be removed which has a Boone County asset tag affixed shall be disconnected by the vendor and turned over to 13th Judicial Circuit Technicians for proper surplus disposal process.

3.7.3. Any existing equipment to be removed which does not have a Boone County asset tag affixed shall be disconnected by the vendor and disposed of at the Contractor's expense.

3.8. Delivery:

3.8.1. The equipment must be received within sixty (60) days of the fully executed contract.

3.8.2. Firm delivery schedules are essential. Respondents shall set forth in their proposal the number of calendar days in which delivery will be fully complete in strict accordance with the specifications on the Response Page. An installation and training schedule shall also be stated on the Response Page.

3.8.3. The delivery terms are FOB Destination with Inside Delivery to the loading dock. All deliveries shall be made FOB Destination with freight charges included and prepaid. The seller pays and bears the freight charges.

3.9. Warranty:

3.9.1. The proposed system's equipment shall be warranted for a period of one (1) year from the date of acceptance for operation (substantial completion) by the County or County's Representatives.

3.9.2. The equipment shall be warranted to be free from defects in workmanship, design, and materials.

3.9.3. If any equipment should fail during the warranty period, it shall be replaced and the proposed system restored to service at no expense to the County.

3.9.4. Warranty shall be handled through a local dealer or representative.

3.9.5. The successful Respondent shall deliver to the County or County's Representatives, prior to final acceptance for operation of any item of equipment, the manufacturer's written warranty as outlined above.

3.9.6. The manufacturer's warranty period shall run concurrently with the County's warranty.

3.9.7. The successful Respondent shall be responsible for obtaining equipment warranties from each of the respective suppliers or manufacturers for the equipment specified.

3.9.8. Manufacturer equipment warranties shall be transferred to the Owner.

3.10. Repair:

3.10.1. Respondent shall describe their remote support and on-site support plan including cost of each. It is expected that support will be provided Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CST.

3.10.2. Respondent shall state the number of years they will maintain a complete stock of all repair components for the proposed video conferencing equipment after initial delivery. Parts shall be available for same-day shipment on an expedited basis if necessary. The successful Respondent shall provide a letter from the manufacturer in writing that details this requirement and condition as part of the award of the contract.

3.11. Equipment Maintenance Agreement:

3.11.1. An agreement for maintenance of the video conferencing equipment installed as a result of this request for proposal shall begin at the time of contract award. The period of award shall be for one (1) year with the possibility of four (4) one-year renewal periods commencing upon the approval of the Boone County Commission and contract execution.

4. CONTRACT TERMS AND CONDITIONS

4.1. Insurance Requirements:

4.1.1. Insurance Requirements shall apply if the County includes Section 3.6. Optional – Installation of System in the contract.

4.1.2. The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

4.1.3. Employers Liability and Workers Compensation Insurance:

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

to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

4.1.4. Commercial General Liability Insurance:

The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

4.1.5. Business 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; non-owned and both on and off the site of work.

4.1.6. Subcontractors:

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

4.1.7. Proof of Carriage of Insurance:

The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

4.1.8. 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.

4.1.8.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The vendor receiving a contract award shall provide an Insurance Certificate to the Purchasing Department at time of contract execution with the following levels of insurance.

4.2.Bonds: Respondents submitting a Proposal Response in an amount exceeding \$50,000.00 are required to furnish the following bonds.

4.2.1. Bid Bond – Bidder shall include with bid a certified check, Treasurer's check or cashier's check, or a bidder's bond payable to the County of Boone for five percent (5%) of Amount Of Bid. If this bid is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the bid guaranty shall be forfeited to the County. Bid guaranties will be returned as per Section 103.3, Missouri Standard Specifications for Highway Construction.

4.2.2. Performance Bond & Labor and Materials Payment Bond – The successful Contractor shall pay for and furnish, when applicable, within ten (10) days after written notice of acceptance of estimate, a Performance Bond and a Labor and Materials Payment Bond. Contractor shall provide and pay the cost of both bonds, each in the full amount of the "Not to Exceed" amount for the estimated work. Bonds shall be issued by a Surety Company licensed in Missouri, with an "A" minimum rating of performance as stated in the most current publication of Best's Key Rating Guide, Property Liability, which shall show a financial strength rating of at least five (5) times the Contract Price. Each bond shall be accompanied by a Power of Attorney authorizing the Attorney-in-Fact to bind the Surety and certified to include the date of the bond.

4.3.Criminal Background Check: Boone County reserves the right to approve on-site workers who will be working on this project in the Ground Floor courtroom. If requested, individual employees will be expected to execute appropriate releases to authorize criminal background checks which will be performed by the County. Any person who refuses to execute such a release or who does not successfully pass the criminal background check, in the sole judgment of Boone County, may not be permitted to work on the project. Identification badges may be issued to each Contractor employee authorized to access the site of the work. Badges must be worn by personnel given them.

4.4.Prevaling Wage:

4.4.1. Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under

this contract. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Section 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law. Prevailing Wage Order Number 22 is attached.

4.5. Employment of Unauthorized Aliens Prohibited:

4.5.1. Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

4.5.2. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States

4.6. OSHA Program Requirements:

4.6.1. The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

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

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

4.7. Overhead Power Line Safety Act:

4.7.1. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and

make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

4.8.Sales/Use Tax Exemption:

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

4.9.Subcontractors, Suppliers, and Others:

4.9.1. Contractor shall not employ any Subcontractor, Supplier, or other person or organization, whether initially or as a substitute, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

4.9.2. If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and if Contractor has submitted a list thereof in accordance

with the project Specifications, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner to reject defective Work.

4.9.3. Smoking and consumption of alcoholic beverages is prohibited in all County buildings. Any employees of any contractor or subcontractor who do not adhere to Boone County's policies which prohibit the use of tobacco and alcoholic beverages in their facilities will be escorted off the jobsite and may not return. The contractor or subcontractor who the employee is employed will be notified. Further violations could result in the termination of this Contract.

4.9.4. All contractor employees will conduct themselves in a professional manner. Harassment of other construction personnel, owner personnel, or the general public will result in immediate and permanent removal from the project.

4.9.5. Owner reserves the right to require the removal from the site of the work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

4.9.6. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and 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, 8th 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.

4.9.7. All trash shall be removed from site by the Contractor. In the event a dispute arises among the Contractor and any others as to the responsibility for cleanup, the County Representative may cause the clean up to be done and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the County Representative shall be binding on the Contractor.

4.9.8. If the Contractor should find it necessary to work hours other than 8:00 a.m. to 5:00 p.m. on Monday through Friday, the Contractor must notify the County Representative at least twenty four (24) hours prior to the start of that work beyond the established times. The request for these additional work hours is subject to approval by the County Representative.

4.9.9. Report all accidents, regardless of how minor, to a County Representative. Provide a detailed incident report for those requiring off-site medical treatment.

4.9.10. It is the Contractor's responsibility to coordinate all applicable permit inspections as required.

4.9.11. The Contractor is to provide a "sequencing plan" to insure that no disruption of existing service occurs. No cutover of new service will be allowed without prior consent of a County Representative.

4.9.12. The County shall have all contractor personnel sign in at the front office each day before coming onto the premise.

4.10. Transient Employers:

4.10.1. Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars (\$500.00) per day until the notices required by this section are posted as required by law.

4.10.2. The successful Respondent shall be obligated to enter into a written contract with the County within fifteen (15) days of award on contract forms provided by the County. If Respondent desires to contract under their own written agreement, any such proposed agreement shall be submitted with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Respondent if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.11. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.11.1.1. Due to a material breach of any term or condition of this agreement.

4.11.1.2. If in the opinion of Boone County, deliveries of products/services are delayed or products/services delivered are not in conformity with the contract documents.

4.11.1.3. If appropriations are not made available and budgeted for in any calendar year.

4.11.1.4. Boone County reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the County.

4.12. In case of any default by the Contractor, the County may procure the product or service from other sources and hold the Contractor responsible for any damages incurred including, but not limited to, excess cost or handling charge. The County shall have the right to remove any Contractor who defaults on any contract with the County from all Respondents' lists.

4.13. The successful Contractor 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.

4.14. Respondents 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.

4.15. 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.

4.16. Contractor agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in this Request for Proposal document.

4.17. Contractor proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the Request for Proposal document. All related costs associated with providing the services specified shall be considered by both County and Contractor 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.

4.18. Contractor 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.

4.19. Contractor shall provide and may also be asked to install equipment that meets or exceeds the specifications contained in the Request for Proposal.

4.20. The Contractor must provide any additional equipment necessary, at no cost to the County, if the awarded equipment does not meet the specifications outlined in this document. The County shall determine whether the specifications are adequately met.

4.21. The attached Standard Terms and Conditions for contracts shall apply to the contract award.

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

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

4.24. Domestic Purchasing Policy: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this proposal, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

4.25. If a contradiction in the contract documents occurs then the more expensive interpretation shall prevail and be inclusive in that respective contractor’s proposal response.

5. RESPONSE TO PROPOSAL

5.1. Submission of Proposals:

5.1.1. When submitting a proposal, Respondents should include the original and three (3) copies.

5.1.2. Respondents shall submit the proposal to:

Boone County Purchasing Department
Cheli Haley, Buyer
613 East Ash Street, Room 109
Columbia, MO 65201

5.1.3. Proposals must be delivered no later than 2:00 p.m. on December 11, 2015. Proposals will not be accepted after this date and time.

5.2. Organization of Proposals:

5.2.1. To facilitate the evaluation process, Respondents are encouraged to organize their proposal as described in Section 5.4.

5.2.1.1. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

5.2.1.2. The signed response page from the original Request for Proposal and all signed amendments should be placed at the beginning of the proposal response.

5.2.1.3. 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 is required at the County to access the service.

5.2.2. Respondents are cautioned that it is the Respondent'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. Respondents' failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Respondent whose responses deviate from the outlined specifications may automatically be disqualified.

5.2.3. Respondents 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. Respondents 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. Respondents and their agents who have questions regarding this matter should contact the buyer of record.

5.3. Competitive Negotiation of Proposals:

5.3.1. Respondents are 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:

5.3.1.1. Negotiations may be conducted in person, in writing, or by telephone.

5.3.1.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals that receive the highest rankings during the initial evaluation phase.

5.3.1.3. Terms, conditions, prices, methodology, or other features of the Respondent's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Respondent 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.

5.3.1.4. 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.

5.4.Evaluation and Award Process:

5.4.1. Boone 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 Respondent 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 as follows: a) Method of Performance; b) Experience/Expertise; c) Cost

5.4.2. After an initial evaluation process, a question and answer interview may be conducted with the Respondent, if deemed necessary by the County. In addition, the County may request to visit sites where proposed equipment is in operation. Respondent 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 Respondent's expense. All arrangements and scheduling will be coordinated by the County.

5.4.3. Experience and reliability of the Respondent's organization are considered subjectively in the evaluation process. Therefore, Respondents are advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this Request for Proposal.

5.4.4. Respondents are required to have been in the business at least two (2) years and must provide three (3) references from clients whose systems were installed within the last three (3) years.

5.4.5. Respondents should provide the following information related to previous and current services/contracts performed by the Respondent's organization and any proposed subcontractors which are similar to the requirements of this Request for Proposal. At a minimum the Respondent shall include:

- a) Name, address, and telephone number of three (3) client/contracting agencies and a representative of each who may be contacted for verification of all information submitted;
- b) Dates and locations of the service/contract; and
- c) A brief, written description of the specific equipment installed and prior services performed and requirements thereof.

5.4.6. Respondents should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Respondent's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

5.4.7. Respondents shall provide a list of qualifications of the Respondent and/or the staff of the Respondent's organization who will be involved in the project. List shall include number of certified technicians and levels of experience on the proposed system and state how many miles they are located from Boone County.

5.4.8. Proposals will be subjectively evaluated based on the Respondent's distinctive plan for performing the requirements of the RFP. Therefore, Respondents should present a written narrative, which demonstrates the method or manner in which the Respondent proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

5.4.9. Where the words “shall” or “must” are used, they signify a required minimum function of system capacity that will heavily impact the Respondent’s final response rating.

5.4.10. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Respondent’s final response rating.

5.4.11. The method by which the proposed method of performance is written will be left to the discretion of the Respondent. However, Respondents should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, et cetera, the requirements will be satisfied.

5.5.Rejection / Withdrawal of Response to Proposal:

5.5.1. 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 Respondents and to accept the proposal deemed to be in the best interest of the County.

5.5.2. Proposals may be withdrawn on written request from the Respondent at the address shown in the solicitation prior to the time of acceptance. Negligence on the part of the Respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.6.Validity of Proposal Response:

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

6. RESPONSE / PRICING PAGE

In compliance with this Request for Proposal and subject to all the conditions thereof, the Respondent 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 Respondent named below. Note that this form must be signed and that all signatures must be originals.

Company Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

Federal Tax ID (or Social Security Number): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

6.1. Pricing:

The County is providing this Response Form for summarized pricing. Please attach to this Response Page a more detailed listing itemizing the proposed equipment to be used and the costs of each item. Please also include on the attachment the costs of labor, installation, set-up, testing, training, add-on features, software, warranty, and any other applicable costs. As appropriate, items should include professional fees, materials, out of pocket expenses, sub-consultant fees, and any other costs anticipated by the Respondent to satisfy the purpose of this Request for Proposal.

	Description		
6.1.1.	Base Price: Total costs of all the video conferencing equipment to be used meeting the general specifications listed in Section 3.3.	\$	
6.1.2.	Installation Costs	\$	
6.1.3.	Equipment Maintenance Agreement:	\$	Per Year
6.1.4.	Option 1 - Teleconferencing Equipment: Total costs of all teleconferencing equipment to be used meeting the specifications listed in Section 3.4.	\$	
6.1.5.	Option 1 - Installation Costs	\$	
6.1.6.	Option 1 - Equipment Maintenance Agreement:	\$	Per Year

6.1.7.	Installation Time: Number of calendar days in which installation will be complete following receipt of order		Calendar Days
6.1.8.	Disposal Fee of Equipment without Asset Tags	\$	
6.1.9.	Delivery Time: Number of calendar days in which delivery will be complete following receipt of order		Calendar Days
6.1.10.	Training Session for Technicians	\$	Per Hour
6.1.11.	Training Session for Courtroom Staff	\$	Per Hour
6.1.12.	Training Time: Hours needed to train technicians and courtroom staff		Hours
6.1.13.	Total	\$	

6.2. Describe proposed equipment and necessary labor (or attach description):

6.3. Describe Warranty on equipment (or attach description):

6.4. List any deviations to the required specifications/scope of work:

6.5. List all sub-contractors that will be utilized on this project (if any):

6.6. 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: _____

Phone: _____ Facsimile: _____

E-Mail: _____

6.7. Renewal of Equipment Maintenance Agreement: Please state the maximum percentage increase for each twelve month renewal period.

6.7.1. 1st Renewal Period: _____%

6.7.2. 2nd Renewal Period: _____%

6.7.3. 3rd Renewal Period: _____%

6.7.4. 4th Renewal Period: _____%

7. ATTACHMENTS

- a) Statement of Respondent's Qualifications and Prior Experience
- b) Respondent's Acknowledgment
- c) Instructions for Compliance with House Bill 1549 and Work Authorization Certification
- d) Certification of Individual Respondent and Individual Affidavit
- e) Signature and Identity of Respondent
- f) Certification Regarding Debarment
- g) Anti-Collusion Statement
- h) Affidavit of Compliance with the Prevailing Wage Law (*Awarded Contractor returns at completion of project*)
- i) Affidavit of Compliance with OSHA (*Awarded Contractor returns at completion of project*)
- j) Standard Terms and Conditions
- k) "No Bid" Response Form
- l) Annual Wage Order No. 22

STATEMENT OF RESPONDENT'S QUALIFICATIONS

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

1. Name of Respondent: _____

2. Business Address: _____

3. When Organized: _____

4. When Incorporated: _____

5. List Federal Tax ID or SS Number: _____. If not incorporated, state type of business (sole proprietor, partnership, or other): _____

6. Number of years engaged in business under present firm name: _____

7. If you have done business under a *different name*, please give name and business location under that name: _____

8. Percent of work done by own staff: _____

9. Have you ever failed to complete any work awarded to your company?

Yes No

If yes, where and why? _____

10. Have you ever defaulted on a contract or been in litigation for services performed?

Yes No

If so, give details: _____

11. List of projects currently in progress: _____

12. List of contracts *with contact information*, completed within the last five (5) years, for similar services as described in this proposal, including value of each: *Form provided on next page.*

*** Attach additional sheets as necessary ***

PRIOR EXPERIENCE

Include references familiar with your company's work performance. References of similar services for governmental agencies are preferred.

1. Prior Equipment and/or Services Provided for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description (include type, Mfr/Brand of equipment, service performed):

2. Prior Equipment and/or Services Provided for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description (include type, Mfr/Brand of equipment, service performed):

3. Prior Equipment and/or Services Provided for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description (include type, Mfr/Brand of equipment, service performed):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

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

CERTIFICATION OF INDIVIDUAL RESPONDENT

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

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

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

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

Applicant

Date

Printed Name

SIGNATURE AND IDENTITY OF RESPONDENT

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Respondent; (2) each partner or joint venturer, (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it was incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Respondent; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- Sole Individual Partnership LLC
 Corporation, incorporated under laws of the State of _____
 Other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

(If using a fictitious name, show this name
Above in addition to legal names)

Address of principal place of business
in Missouri

(If a corporation, show its name above)

Address of principal place of business
in Missouri

ATTEST:

Signature

Dated _____, 20__

Print Name and Title

NOTE:

If the Respondent is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Respondent is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.570 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be returned with the Respondent's Proposal.

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

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

(READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Print Name and Title of Authorized Representative

Signature

Date

(Please complete and return with Proposal)

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

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

Signature

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

My commission expires _____, 20____.

Notary Public

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

NO BID RESPONSE FORM

Cheli Haley
Buyer

Phone: (573)886-4392

Fax: (573)886-4390

chaley@boonecountymo.org

PROPOSAL INFORMATION:

RFP Number: 74-11DEC15

RFP Title: Video Conferencing Equipment – Ground Floor Courtroom

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

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

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

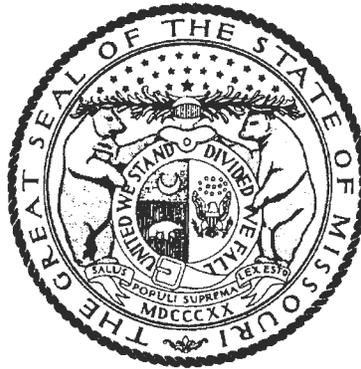
Date: _____

Reason(s) for not bidding:

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

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

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

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction\Lineman)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

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

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

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

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

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

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

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

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

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

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

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

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

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

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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

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

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

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

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

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

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

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

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

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

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

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

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

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

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

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

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

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

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

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

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