



**ADDENDUM #2 to RFB 25-14JUL20
INTERNET SERVICE PROVIDER**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

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BOONE COUNTY, MISSOURI

Request for Bid #25-14JUL20 – Internet Service Provider

ADDENDUM # 2 - Issued July 08, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 25-14JUL20:

1. Paragraph 2.2.2 is **REVISED** as follows:

“2.2.2. Dedicated Fiber Optic Internet Service *with ethernet (copper) hand-off*;

2. Paragraph 2.14 and sub-paragraphs 2.14.1 through 2.14.4 are **ADDED** as follows:

2.14. Prevailing Wage Requirements:

- 2.14.1. The contractor shall understand and agree that any awarded quote over \$75,000.00 shall be subject to Missouri Prevailing Wage law. The contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Department of Labor and Industrial Relations of Missouri. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current Prevailing Wage Order #27 dated March 10, 2020 is attached as Attachment One** which is incorporated into the contract by reference. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.14.2. If the quote received for this project for a “major repair” or “construction” of a public work project is \$75,000.00 or less, then the Prevailing Wage Law will **NOT** apply.
- 2.14.3. If the quote received for the project for a “major repair” or “construction” of a public work project is greater than \$75,000.00, then the Prevailing Wage Law **WILL** apply to the entire project.
- 2.14.4. **Special Rule for Change Orders:** If the County accepts a quote for less than \$75,000.00 for a “major repair” or “construction” of a public work project and that project is later

subject to a change order that raises the total project price over \$75,000.00, then the vendor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000.00 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.00.

3. Paragraph 2.15 and sub-paragraphs 2.15.1 through 2.15.3. are **ADDED** as follows:

2.15. OSHA: Each contractor and subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the OSHA Training Program Requirements.

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

2.15.2. 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.

2.15.3. 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 amounts due under this provision when making payments to the contractor.

4. Paragraph 2.16 is **ADDED** as follows:

2.16. Overhead Power Line Safety Act: 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. The contractor understands that it is the contractor's 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, the 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 the 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. The 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.

5. Paragraph 4 (page 2 of original RFB) is **REVISED** to **ADD** the Affidavit of Compliance with Prevailing Wage and the Affidavit of Compliance with the OSHA Training Requirement forms which are added with Addendum #2 (attached hereto).

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At the time of Addendum #2's publication, the County has received the following questions and provides the following answers:

1. Is federal grant money used to fund this project?

Response: No.

2. Would the County consider a 3-year initial contract period, and can more time be allowed for submitting a bid with the Fourth of July holiday coming up?

Response: Yes – addressed in Addendum #1 to the RFB.

3. Could you provide clarification on the following specifications: 2.2.7 – Hosting for public DNS for 4 zones, and 2.2.8 – Updates must be completed to public hosted DNS in less than three (3) hours.

Response: The County would be looking for the vendor to host DNS services, but there is nothing to transfer at this time.

4. Does the County prefer fiber or copper handoff for the 1 Gbps connection?

Response: Ethernet/copper hand-off.

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This addendum is issued in accordance with the RFB paragraph 1.3.3 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By: Liz Palazzolo
Liz Palazzolo, Senior Buyer
Boone County Purchasing

The bidder has examined **Addendum #2 to Request for Bid #25-14JUL20 – Internet Service Provider**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

(Returned to County at the completion of project)

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

State of _____, 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

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

(Returned to County at the completion of project)

County of _____)
)ss
State of _____)

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

NAME OF PROJECT: _____

_____)
Affiant

_____)
Date

Printed Name

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

Notary Public

RFB 25-14JUL20 Internet Service Provider

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$52.88
Boilermaker	*\$27.06
Bricklayer	\$49.54
Carpenter	\$44.27
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$41.89
Plasterer	
Communications Technician	\$51.30
Electrician (Inside Wireman)	\$51.37
Electrician Outside Lineman	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$27.06
Glazier	\$41.33
Ironworker	\$58.10
Laborer	\$39.16
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.20
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	*\$27.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$39.03
Plumber	\$56.87
Pipe Fitter	
Roofer	\$49.42
Sheet Metal Worker	\$52.30
Sprinkler Fitter	\$44.65
Truck Driver	*\$27.06
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$49.56
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$73.26
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.60
General Laborer	
Skilled Laborer	
Operating Engineer	\$55.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$43.10
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.