

TANEY COUNTY MISSOURI

Purchasing Department 132 David Street / P. O. Box 1630 Forsyth, Missouri 65653

SOLICITATION TITLE: ELECTRICAL WORK (Term & Supply). RFB #201907-432

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- (\checkmark) = Full / Formal Bid for Products and Services.
-) = Full / Formal Bid for Services ONLY.
-) = Full / Formal Request for Proposals.

) = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

July 13, 2019 – August 13, 2019

Bid Release Date / Advertising Period

Deadline for Submitting Questions.

August 5, 2019 at 2:00 P.M.

Closing Date / Time.

<u>August 13, 2019 at 5:00 P.M.</u> <u>August 14, 2019 at 9:40 A.M.</u>

Opening Date / Time.

Responding Vendor / Company Name

City / State

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Bidder's Initials:

Commodity Title:	ELECTRICAL WORK (Term & Supply). PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #201907-432"</u> RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.
Location / Mail Address:	<i>Bid Submission</i> Taney County Purchasing Department (Second Floor) P. O. Box 1630 (<i>PO Box <u>MUST</u> be used for U.S.P.S .delivery.</i>) 132 David St. (<i>Physical Address <u>MUST</u> be used for Courier delivery.</i>) Forsyth, MO 65653
Location / Address:	<i>Bid Opening</i> Taney County Commission Hearing Room (Old Courthouse) 132 David Street Forsyth, Mo. 65653

The undersigned certifies their authority to bind this company in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein or to offer a "No Bid." Type or print information below. Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as initial <u>all pages</u>. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

Company Name		Authorized Person (Print)	
Address		*Signature	
City / County / State / Zip		Title	
Telephone #	Fax #	Date	Tax ID #
*E-mail (MUST be legible.)		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

INTRODUCTION & BASIC PROCESSING INFORMATION:

A formal invitation for bid is utilized when any total purchase estimate exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. A complete bid request package will contain well-defined standard technical specifications for the nature of the service or product(s) requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award.

The Purchasing Department is responsible for the bid opening at the time and place noted in this solicitation. If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed bids cannot be emailed so they must either be delivered by hand, courier, or U.S.P.S. (Please note U.S.P.S. concerns as listed in item #1.3 on the following page.)

All formal invitations for bid are handled by the Taney County Purchasing Department but, technical specifications are the responsibility of the specific requesting department point of contact listed in section #2, Scope of Services.

Read ALL solicitation documents closely - immediately upon receipt. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.24 for the process to submit questions. Pay close attention to the terms *must, will, shall, should* or *may.*

Section #1 includes instructions, conditions, guidelines, requirements and other key factors that must be understood. Using the checkmark system here will assist Vendors in participating correctly and limit the possibility of their response being disqualified due to a technicality. Use a checkmark (\checkmark) to acknowledge each of the following items. We have found this method improves communications, limits the need for questions and thus addendum, and helps to avoid other areas of confusion.

1.	INSTRUCTIONS AND GENERAL CONDITIONS:	(🗸)
	Delivery of: Sealed Responses, subject to Instructions and General Conditions and any special	
1.1	conditions set forth herein, will be received at the Taney County Purchasing Office until the	
1.1	request closing date and time indicated herein for furnishing the County with goods, and or,	
	services as detailed within these following pages.	
1.2	Closing: Sealed Responses must be delivered before "Closing Date / Time" as listed on page	
1.2	one, to the Taney County Purchasing Department as listed on page two.	
	United States Postal Service WARNING: Due to the fact that there is no mail delivery service at	
	our offices, we <u>strongly</u> discourage Bidders from using the U.S.P.S. If a Bidder elects to use the	
	United States Postal Service do NOT send "return receipt requested" on our end as we do not	
1.3	have staff to wait in line at the Post Office when their counter is open to sign for a bid response	
	package. ALSOThe Post Office only recognizes our P.O. Box address. Other delivery services	
	require our physical address. Both addresses are listed on page #2. It is the Bidder's	
	responsibility, not the County, nor the Post Office, to ensure responses are delivered in time to	
	the Purchasing Department. Courier or hand delivery works the best.	
1.4	Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered as "NON-RESPONSIVE". They will not be opened.	
	Opening: Responses will be opened publicly at "Opening Date / Time", as listed on page one,	
1 5	and read aloud. All responses will be considered public information as soon as they are opened	
1.5	and become a part of public record to be released to any person or firm who formally requests it.	
	Award / Timeline: Recommendation for award will be made formally to the Taney County	
16	Commission as soon as possible after a complete departmental review. Updates may be sent	
1.0	via email should the award process become delayed for any reason. (10 days or more.)	
	Withdrawals: Responses may be withdrawn on written request from the Bidder at the address	
1.7	shown in this request prior to the time of acceptance of the response. Once a response is	
	opened, and accepted, it can only be withdrawn by order of the Taney County Commission.	
	Sealed & Marked: Responses must be submitted in a sealed envelope identified with the bid	
	number and dates of closing & opening. List the bid number on the outside of the box or	
1.8	envelope and note "Response to Request for Bid enclosed" with a return name & address. No	
	fax or electronic transmitted responses will be accepted. Make sure your package indicates	
	"BID", with the BID NUMBER - on the final outside surface of your package.	
1.9	No Bid: If you elect not to submit a response, return the No Bid Response Form in section #5 of	
1.9	this package, and note your reason. (Optional). An email is preferred for a "No Bid" response.	

	Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing information to respond to this request.	
1.11	Presentations / Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of <i>or</i> from any / all proposers prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews, presentations, or inspections. (i.e. travel accommodations, etc.)	
1.12	Bid Term: All Responses submitted shall be binding, and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing / Costs submitted within this response must be honored within that set timeframe. Bidders should not respond unless certain on this point. Submitted pricing to this request, once opened, cannot be changed for any reason. Any such changes, by law, will disqualify that full response.	
1.13	Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.	
1.14	Multiple Awards: Responses may be awarded to one company or multiple companies: when	
1.15	and mailed, correctly, to the requesting department - not Purchasing.	
1.16	Requests for credit applications are not necessary and will – in most cases – not be processed. Requests for deposits are not necessary and will not be accepted.	
1.17	Any award agreement shall take effect upon the approval by the Taney County Commission.	
1.18	Alterations: Any alterations, changes, lining out, or margin notes to any items within these	
	Direct Email Address: An email address MUST be provided in order to receive award results. (Not a website.) We do not use U.S.P.S. for results only email. Final award results will be emailed to all responding Vendors. Please do not call for results.	
1.20	Results are always posted at: www.taneycounty.org. Please do not call for results.	
1.21	All questions for this solicitation must be submitted no later than 2:00 P.M. August 5, 2019. Questions are to be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at; <u>ron.erickson@co.taney.mo.us</u>	
1.22	All questions received will be combined to be answered in one written addendum and emailed to all parties who had previously been part of the original DBI (Direct Bid Invitation email), or had made email contact during the open questioning timeframe.	
1.23	Any necessary addendum email will be sent as close as possible to the day following the deadline listed in item #1.21 above. The addendum will also be posted on the Taney County website attached at the end of the posted Bid. An indication at the end of the posted bid, in red, will alert visitors to our website Purchasing Page as to the presence of any addendum.	
1.24	Aside from routine processing questions, if it becomes necessary to revise any part of this solicitation, written addendum will be issued to address that need. Any addendum is valid only if in writing and issued by the Taney County Purchasing Department.	

	Agreement: The entire contents of response documents submitted by the successful Bidder(s) to this request shall include all bid documents and will become a part of any contract award as a	
	result of this solicitation. These signed documents will be binding. Bidder shall initial all pages	
	where the document denotes "Bidder's Initials: " at the bottom of each page after completing	
1.25	each page. Any responses not complying with this condition may be considered non-	
	responsive. The Awarded Vendor(s), of this request, will follow up with a written agreement	
	draft, working with our Legal Services Department, and oversee completion of that process to	
	the mutual satisfaction of all parties working in harmony with this signed response.	
	Our standard Sample agreement currently being used by Taney County, in most cases, is	
	attached here to assist. It is not necessary to fill in the blanks of said "Sample". This sample is	
1.26	for reference purposes only. The County reserves the right to use other agreement versions	
	should our Legal Services Department decide another version would better serve the needs of	
	Taney County Missouri as they pertain to those requested within this solicitation.	
	Response Content: In order to enable direct comparison of competing responses, Bidders must	
	submit responses in strict conformity to the requirements stated herein. Failure to adhere to all	
1.27	requirements may result in Bidder's Response being disqualified as non-responsive. All	
	responses must be submitted using the forms provided herein. Every question should be	
	answered. If not applicable, the section should contain "N/A."	
1.28	Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be	
	viewed on our website at <u>www.taneycounty.org</u> . (Purchasing Department Page.) Response Clarification: The County reserves the right to request additional written or oral	
1.29	information from Bidders in order to obtain clarification of their responses.	
	Rejection or Correction of Responses: The County reserves the right to reject any or all	
	responses. Minor irregularities or informalities in any response which are immaterial or	
1.30	inconsequential in nature, neither affected by law nor at substantial variance with bid conditions,	
	may be waived at our discretion whenever it is determined to be in the best interest of Taney	
	County Missouri.	
	Evaluation Process: The County's sole purpose in the evaluation process is to determine from	
	among the responses received which ones are best suited to meet the County's needs at the	
1.31	lowest possible cost. Any final analysis does not imply that one Bidder is superior to another,	
	but simply that in our judgment the Contractors selected appear to offer the best overall	
	solutions for our current and anticipated needs at the lowest possible cost.	
1.32	Acceptability: The County reserves the sole right to determine whether goods and/or services	
	offered are acceptable for County use.	
	Sunshine Laws: Per (Section 610.026, RSMo.) concerning public documents, all responses to this request will be considered public information as soon as they are opened and become a	
	part of public record releasable to any person or firm that requests it. Requests for copies, of	
1.33	responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a	
	Public Service Request Form (PSR). By law charges for time spent as well as a cost per page	
	apply. Payment for copying fees is required prior to the making of copies.	
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2. SCOPE OF SERVICES:

Taney County is seeking a contract with an individual(s) or organization(s), for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform ongoing, as needed Electrical Work, Maintenance, and Repair for ALL Taney County properties and facilities - COUNTY WIDE. This contract will cover Modifications, Remodels, New Facilities, and certain other unexpected needs. All items asked for within the pricing response table, item #3.110 on page #11, MUST be completed.

The following listed Department Administrators MUST be contacted to answer any/all questions concerning any/all listed specifications as well as all technical questions. Additionally any arrangements for inspections of any County facilities must be handled by contacting the below department specific to which location:

Buildings & Grounds Administrators:

Renee Brusca 417-546-7920 (cell) / 417-546-7211 (off) <u>reneeb@co.taney.mo.us</u> Scott Terpening 417-251-3221 (cell) / 417-546-7211 (off) <u>scottt@co.taney.mo.us</u>

Road & Bridge Administrators:

Devin Huff 417-527-2733 (cell) /417-546-7268 (off) <u>devin.huff@co.taney.mo.us</u> Denzil Brown 417-251-1050 (cell) /417-546-7268 (off) <u>denzil.brown@co.taney.mo.us</u>

3. SPECIFICATIONS / REQUIREMENTS / PRICING:

- 3.1 Current Taney County locations/properties requiring electricity / electrical needs are as follows.
- 3.2 Taney County Courthouse (Including lower parking garage) 132 David St. Forsyth, Mo. 65653
- 3.3 Road & Bridge Office 139 David St. Forsyth, Mo. 65653.
- 3.4 Extension Office 122 Felkins St. Forsyth, Mo. 65653.
- 3.5 Entire County Judicial Center including Sheriff's Dept. & Jail 266 Main St. Forsyth, Mo. 65653.
- 3.6 Hilda Shop 195 Gilbert Lane Hilda, Mo. 65680.
- 3.7 Mt. Branson Shop 1377 E. Hwy. 76 Branson, Mo. 65616.
- 3.8 Transfer Station / Buchanan Shop 274 Buchanan Rd Branson, Mo. 65616.
- 3.9 Mechanics Shop 20058 U.S. Hwy. 160 Forsyth, Mo. 65653.
- 3.10 Animal Control Center 255 Critter Trail Hollister, Mo. 65672.
- 3.11 Three (3) Picnic / Park Areas; Mincy, Kirbyville, and Kissee Mills.
- 3.12 Three (3) "Satellite" facilities; "F" Hwy. & U.S. 160, salt sheds in Ridgedale & Bradleyville.
- In the event any provisions of the contract are not fulfilled by Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.
- 3.14 Subcontractors shall NOT be used without prior approval by the County.
- 3.15 Contractor to whom this contract is awarded must provide evidence of past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 3.16 Contractor must provide evidence that they have been licensed as an Electrical Contractor in the State of Missouri for a period of not less than three consecutive years immediately preceding the submission of any response to this solicitation and have established offices in either Springfield, Branson, or Forsyth areas, and currently be engaged in electrical services work.
- 3.17 Contractor, at the time of any response to this solicitation, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by this solicitation pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.

- 3.18 Copies of licenses should be submitted with the bid indicating that the Bidder is licensed to perform the activities or work included in any subsequent Agreement based on Bidder's pricing response, etc.
- 3.19 Contractor is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work.
- 3.20 Special attention is called to, but not limited to, the local environmental ordinances.
- 3.21 Ignorance on the part of the Bidder will in no way relieve the Bidder from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 3.22 In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with all pertinent requirements of the local codes and utility companies.
- 3.23 Also the National Electric Code, latest edition as well as the Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 3.24 Contractor will be responsible for obtaining any and all required permits.
- 3.25 County shall be responsible for the cost of any and all permits ONLY when new, or additional permits may be required to complete Electrical Work at County facilities on County property.
 3.26 County's agreement (Bid) number must appear on all invoices.
- 3.27 All contracted work done for the County on a "time and material" basis <u>must</u> include the following information with all invoices.
- 3.28 Name of the County location where work was performed.
- 3.29 Date(s) work performed.
- 3.30 Itemized list, with costs of material, if any, and Labor cost per hour.
- 3.31 If the above information is not noted on the invoice, it will be returned to the contractor for additional information before payment can be made.
- 3.32 Contractor shall provide unlimited service during normal business hours.
- 3.33 Normal business hours are Monday Friday 7:00 a.m. to 5:00 p.m. excluding holidays.
- 3.34 County calls for service should be returned within a reasonable timeframe.
- 3.35 Contractor must state a <u>realistic and true</u> time when they can schedule the work.
- 3.36 If this proposed schedule is acceptable to the County representative, the Contractor shall book the work.
- 3.37 Contractor may be required to perform emergency repairs at times other than normal working hours.
- 3.38 Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work.
- 3.39 Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 3.40 Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.
- 3.41 The flow of vehicular traffic shall not be impeded at any time.
- 3.42 The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.
- 3.43 Any Bidders that have a history of safety problems or a high incidence of accidents will not be considered.
- 3.44 Workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended).
- 3.45 All work shall be executed by personnel skilled in their respective lines of work.

- 3.46 Contractor shall keep the premises clean of rubbish and debris generated by the work involved and shall leave the premises neat and clean.
- 3.47 Contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris.
- 3.48 The work area shall be cleaned at the end of each workday.
- 3.49 All materials, tools, equipment, etc., shall be removed or safely stored.
- 3.50 County is not responsible for theft/damage to the contractor's property.
- 3.51 All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.
- 3.52 Contractor shall request a Taney County Supervisor specific to any certain project, maintenance, or repair area, to conduct a site inspection after work is completed.
- 3.53 Final approval is contingent upon this final inspection.
- 3.54 Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities.
- 3.55 Repair and restoration shall be to the satisfaction of the County.
- 3.56 Any repair/restoration of these damages shall be performed at no cost to the County.
- 3.57 Contractor shall guarantee all work performed under this contract.
- 3.58 Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used.
- 3.59 All repairs shall be warranted for a minimum of ninety (90) calendar days from the date of repair.
- 3.60 If the same item must be repaired again for any failure during the warranty period, the followup service will be performed at no charge to the County.
- 3.61 Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor.
- 3.62 Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the contractor.
- 3.63 All materials provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation.
- 3.64 All equipment shall be modem in design and shall not have been in prior service.
- 3.65 Replacement parts furnished must be of the same manufacturer / equal product.
- 3.66 Portal-to-Portal mobilization is allowed, not to exceed one hour total.
- 3.67 Contractor is expected to have basic tools and stock on board.
- 3.68 Travel for specialty items is compensable.
- 3.69 County will allow for a two-hour minimum charge, which includes mobilization.
- 3.70 All jobs are expected to require one (1) service person.
- 3.71 Authorized County representatives must approve of multiple service people before the work is started.
- 3.72 Labor quoted shall include all labor cost, insurance, overhead, profit, mileage, exclusive of taxes.
- 3.73 Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair.
- 3.74 If a repair is expected more than twelve (12) hours, that specific Supervisor will be advised and informed of the issues for the shutdown.
- 3.75 Contractor must agree to work alongside County Employees. (County Employees with Road & Bridge as well as Buildings and Grounds are well versed regarding their responsibilities many considered expert in numerous maintenance and repair areas).
- 3.76 Prices quoted shall be FOB various County locations, unloaded and installed.
- 3.77 Contractor shall not commence work under this contract until they have obtained all insurance required and has been approved by the County.

- 3.78 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.
- 3.79 Contractor shall take out and maintain during the life of this contract, Employee's Liability and Workers Compensation Insurance for all of their employees who set foot on Taney County Property, and in case any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all of their employees unless such employees are covered by the protection afforded by the Contractor.
- 3.80 Worker's Compensation coverage shall meet Missouri statutory limits.
- 3.81 Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.
- 3.82 In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not protected.
- 3.83 Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them.
- 3.84 The amounts of insurance shall be not less than \$1,000,000.00 per project 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.
- 3.85 If providing Comprehensive General Liability Insurance, Proof of Coverage of Insurance shall be included.
- 3.86 Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice.
- 3.87 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 work provided.
- 3.88 Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 3.89 Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of Comprehensive General Liability Insurance.
- 3.90 Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract.
- 3.91 The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits.
- 3.92 Limits can be satisfied by using a combination of primary and excess coverage.
- 3.93 Should any work be subcontracted, these limits will also apply.
- 3.94 Contractor shall furnish the County with Certificate(s) of Insurance which name the County of Taney- Missouri as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice.
- 3.95 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 work provided.

- 3.96 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Taney, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor 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 Taney from its own negligence.
- 3.97 If a Sub-Contractor is needed, and approved, County will provide the Awarded Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Taney County, Missouri.
- 3.98 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.
- 3.99 All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Taney County and contain the Bid number assigned by Taney County for the contract awarded.
- 3.100 It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt.
- 3.101 Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond a certificate expiration date.
- 3.102 Contractor shall be responsible for retaining a copy of the project exemption certificate for five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified.
- 3.103 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.
- 3.104 It is the Bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other site activities.
- 3.105 ALL work shall comply with Prevailing Wage requirements per State of Missouri Annual Wage Order #26 specific to Taney County (110), fully attached to this solicitation and also available on the Taney County Purchasing Department home page.
- 3.106 All pricing MUST include service, labor, and materials.
- 3.107 Given the requested term for these services, County accepts the possibility of pricing fluctuations and therefore will consider a reasonable / justifiable variation, at our discretion, during the ongoing renewal options included with this Agreement timeframe post award. The maximum allowable pricing increase, post award, cannot exceed 5% without contacting one of the aforementioned County Administrators to gain an exception approval.
- 3.108 County will not be required to purchase any/all, nor minimums/maximums as per the specifications listed within this solicitation.
- 3.109 All WARRANTY information must be included.

Bidder's Initials:

<u>3.110 PRICING:</u> The Bidder hereby proposes to furnish the equipment/material/services as indicated below, provided to the County with transportation charges pre-paid, and for the price quoted below. All equipment/material/services to be furnished in accordance with the County of Taney Missouri specifications attached hereto.

ITEM DESCRIPTION	:	UNIT PRICE
Material (Total Cost plus %)	\$0-\$2500	%
Material (Total Cost plus %)	\$2500-\$4,499	%
Material (Total Cost plus %)	\$4,500 and up	%
Rental Equipment (Cost plus 9	%)	%
Electrical Work Services (Stra	aight Time)	/per hour
Rate per hour for each additio	nal worker (Straight Time)	/per hour
Electrical Work Services (Nigh	its and Weekends)	/per hour
Rate per hour for each additio	nal worker (Nights and Weeken	/per hour
Electrical Work Services (Holid	days)	/per hour
Rate per hour for each additio	nal worker (Holidays)	/per hour

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

	Today's Date:
Authorized Representative (Signature)	

Type or Print Name

4. STANDARD TERMS AND CONDITIONS:

Here please check (\checkmark) off the appropriate box to indicate compliance or not. In this section the County will always look for 100% COMPLIANCE. These "STANDARD TERMS and CONDITIONS" are absolutely critical to all County solicitations. We suggest that if after reviewing each of the following items if any potential participant feels they are not able to comply with ALL - they should probably not submit a bid response to our solicitation. All "D" check (\checkmark) marks will be considered very strongly toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and will disqualify.

	= Comply with. (In some cases this will serve as a basic acknowledgement to that specific term or condition.) = Does not comply with. (You or your firm cannot agree with or comply with that specific term or condition.)	С	D
4.1	Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this solicitation.		
4.2	The Taney 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.		
4.3	Taney County reserves the right to award on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.		
4.4	Bidders must use the bid request forms provided for the purpose of submitting responses, must return the bid and bid sheets comprised in this bid – in same order as received, give the unit price, extended totals (when asked for), and sign the bid.		
4.5	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.		
4.6	Any submitted delivery date, when required, shall be stated in definite terms, unless otherwise indicated, as it may be taken into consideration in the award phase.		
4.7	The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed.		
4.8	In case of delay, the Contractor must notify the department point of contact listed on page #6.		
4.9	In case of default by the Contractor, the County of Taney will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.		
4.10	Failure to deliver as guaranteed may disqualify Bidder from future participation.		
4.11	Prices must be as stated in units of quantity specified, and must be firm.		
4.12	The County of Taney, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered and is accepted by the County.		
4.13	Do not include Federal Excise Tax or Sales and Use Taxes in your response, as state law exempts the County from these taxes.		
4.14	The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances as 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 response opening.		
4.15	In the event of a discrepancy between a unit price and an extended line item price, the unit price		
4.16	Should an audit of Contractors invoices – during the term of the Agreement, and any renewals		

Bidder's Initials: ____

5. <u>NO BID RESPONSE FORM</u>: Completion of this short form is totally optional and is included within our solicitations simply as an additional "tool" to assist us overall in improving future solicitation processes. If you, or your company, has decided not to participate by *not* offering a bid, please complete the below form and return it to the Purchasing Department by email.

Thank you...

RFB #201907-432 Electrical Work (Term & Supply).

Business Name:	
Address:	
Telephone:	
Contact Person:	
Date:	
Reason(s) for not B	idding:
Would you like to b	e removed from our list(s) for future bids? (Yes orNo.)

6. <u>FINAL COMPLIANCE CHECKLIST</u>: By using the below table as a checklist you will help to insure that your bid is fully compliant before you seal it for submission. Your full bid response needs to comply with <u>all</u> of the below listed requirements or it may <u>not</u> be included for consideration. Use a checkmark (\checkmark) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified. Please call me, at my office as listed right below, or email me with any questions pertaining to these requirements or any other written instructions. *Thank you*...

Ron Erickson, Director of Purchasing Office: 417-546-7281 / FAX: 417-546-3941 ron.erickson@co.taney.mo.us

The below requirements apply to every solicitation we do.

 (\checkmark) = Acknowledged below item with intent to comply.

ITEM #	FINAL COMPLIANCE CHECKLIST	(✓)
6.1	The County will not accept any late bids. Late packages will not be opened or returned.	
6.2	No fax or electronic transmitted bids will be accepted. Bid responses received via fax will disqualify that Vendor from any participation in this bid.	
6.3	Please include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent Agreement post award.	
6.4	Remember to sign the bid sheet as this is mandatory. Missing signature <u>WILL</u> disqualify.	
6.5	Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.	
6.6	Three <u>COMPLETE</u> copies of the bid response, with your original, are <u>REQUIRED</u> . Please indicate copies versus original. One sided copies <u>ONLY</u> . A double-sided response is not considered an acceptable "legal" document for our purposes.	
6.7	Include, in your response, ALL pages of the bid document initialed by hand, not typed, where asked for on each page bottom. Incomplete responses could possibly disqualify.	

AGREEMENT *(Sample)* for ELECTRICAL WORK (Term & Supply)

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and _____ of _____ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement for the purchase of Electrical Work ("Services") for all Taney County facilities shall include the Contractor's bid response to County's Request For Bid # 201907-432 and any applicable addenda which are attached hereto and incorporated herein by reference. Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

<u>2. Contract Price.</u> Services, and or, any equipment, provided under this Agreement shall not exceed the costs, or fees, as quoted in Contractor's signed bid response table on page #11. The County agrees to this term & supply purchase allowing Contractor to act as the Primary supplier for Electrical Work for all County property and facilities on an "as needed" basis with scheduling being completed via mutual agreement with that specific Taney County Department. If at any point in time should unexpected issues arise which may hinder or delay Contractor availability, whether billing or communication problems with Contractor, County may consider all options including the next lowest Bidder.

<u>3. Contract Duration.</u> This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement will then auto-renew annually contingent on both parties being fully satisfied with all stipulations, and costs as agreed to, and offered by the Contractor's bid response. A complete review, by the Taney County Buildings and Grounds Administrator, will occur at each 12 month interval to the date this Agreement is fully executed to ensure and verify complete ongoing satisfaction on the part of County.

<u>4. Billing and Payment.</u> All billing shall be invoiced with specific department information and include bid reference #201907-432 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

<u>5. Binding Effect.</u> This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

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

<u>7. Termination.</u> This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. Due to material breach of any term or condition of this Agreement, or
- b. If in the opinion of the Taney County Commission delivery of Services is delayed or Services delivered are not in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

<u>8. Governing Law; Venue.</u> This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

 "Contractor" _______
 Taney County Missouri
By: Taney County Commission

 Mike Scofield, Presiding Commissioner

 Mike Scofield, Presiding Commissioner

 Title

 Date

 Date

 Donna Neeley, County Clerk

Address;

AUDITOR CERTIFICATION

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

Date

Appropriation Account

PRIOR EXPERIENCE

Bidder's Initials: ____

RFB#201907-432 Electrical Work (Term & Supply) Taney County, Missouri

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Address:

Contact Name: Telephone Number:

Date of Contract: Length of Contract:

Description of Prior Services (include dates):



TANEY COUNTY MISSOURI PURCHASING DEPARTMENT

132 David Street / P. O. Box 1630

Ron Erickson, Director of Purchasing Phone: 417-546-7281 / FAX: 417-546-3931 ron.erickson@co.taney.mo.us

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is: http://www.uscis.gov/files/nativedocuments/save-mou.pdf

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

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

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

County of	_)
)ss
State of	_)

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

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

Affiant

Date

Printed Name

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

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

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

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____3. I have provided a completed application for a birth certificate pending in the State of ______. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

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

State of Missouri)
)SS.
County of	_)

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

Date

Signature

Social Security Number or Other Federal I.D. Number **Printed Name**

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

Notary Public

My Commission Expires:

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, <u>Federal Register</u> (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

RFB#201907-432 Electrical Work (Term & Supply) Taney County, Missouri

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Pu	blic, in and for the County of _				
State of	tate of, personally came and appeared (name and title)				
	of the (name of company)				
	(a corporation	(a corporation) (a partnership) (a proprietorship)			
290.210 through and including 290.340 employed on public works projects hav compliance with said provisions and re	D, Missouri Revised Statutes, p we been fully satisfied and there opuirements and with Wage De	and requirements set out in Chapter 290 Sections pertaining to the payment of wages to workmen re has been no exception to the full and complete retermination NO issued by the 20, in carrying out the Contract and work in			
(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 (FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

County of))ss State of)			
My name is (Company). I am Statutes of Missouri for those working or there has been no exception to the full a training for all those who performed serv NAME OF PROJECT:	a aware of the requirements public works. All require nd complete compliance w ices on this public works c	s for OSHA training set out in §292 ements of said statute have been fu ith said provisions relating to the re ontract for Taney County, Missouri	ully satisfied and equired OSHA
	Affiant	Date	
Printed Name			
Subscribed and sworn to before me this	day of,	20	
	Notary Pu	Iblic	

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

Missouri Division of Labor Standards WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 110 TANEY 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 8, 2019

Last Date Objections May Be Filed: April 8, 2019

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for TANEY County

		Basic
OCCUPATIONAL TITLE	** Date of	
OCCOPATIONAL ITTLE		Hourly
	Increase	Rates
Asbestos Worker		\$16.76*
Boilermaker		\$16.76*
Bricklayer		\$16.76*
Carpenter		\$43.53
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$16.76*
Plasterer		
Communications Technician		\$16.76*
Electrician (Inside Wireman)		\$35.87
Electrician Outside Lineman		\$16.76*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$16.76*
Glazier		\$16.76*
Ironworker		\$58.81
Laborer		\$35.05
General Laborer		400.00
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$16.76*
Marble Mason		φ10.70
Marble Mason Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		* 4 0 T 0 *
Operating Engineer		\$16.76*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$16.76*
Plumber		\$46.22
Pipe Fitter		
Roofer		\$16.76*
Sheet Metal Worker		\$16.76*
Sprinkler Fitter		\$16.76*
Truck Driver		\$16.76*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		
h	<u> </u>	

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for TANEY County

		Basic
OCCUPATIONAL TITLE	** Date of	Hourly
	Increase	Rates
Carpenter		\$45.64
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$16.76*
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$38.48
General Laborer		
Skilled Laborer		
Operating Engineer		\$44.45
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$16.76*
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 as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

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.