



## **Request for Bid (RFB)**

Boone County Purchasing  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Marlene Ridgway, Buyer**

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### **Bid Data**

Bid Number: **30-22APR03**

Commodity Title: **Variable Frequency Drives**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

#### **Pre-Bid Conference**

Day / Date: Monday, April 14, 2003

Time: 9:30 a.m. C.S.T.

Location: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

#### **Bid Submission Address and Deadline**

Day / Date: TUESDAY – April 22, 2003

Time: 1:25 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

#### **Bid Opening**

Day / Date: TUESDAY – April 22, 2003

Time: 1:30 P.M. C.S.T.

Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
Columbia, MO 65201**

#### **Bid Contents**

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions  
“No Bid” Response Form  
Attachments 1 & 2  
Prevailing Wage Order No. 9**

1. **Introduction and General Conditions of Bidding**
- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through one year with an additional two (2) one-year renewals unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the Furnishing, Delivery and Installation of variable frequency drives for two (2) motors in the Roger B. Wilson Boone County Government Center, Columbia, Missouri, as detailed in the following specification.
- 2.1.1 **This project shall require the contractor to provide the following Scope of Work:**
- (A) Removal of two (2) existing starters to be replaced with two (2) variable frequency drives on two (2) existing blowers;
  - (B) Removing variable inlet vanes on the same two (2) blowers;
  - (C) Furnish and install conduit, conductors and miscellaneous equipment for a complete installation.
  - (D) The manufacturer shall have the capability and personnel, and will provide necessary assistance in the start-up, training, service and maintenance of the equipment.
  - (E) **Contractor Examination of Installation Location:** Contractor shall verify that surface is suitable for controller installation. Do not install controller until building environment can be maintained within the service conditions required by the manufacturer. Inspect completed installation for physical damage, proper alignment, anchorage and grounding.
- 2.1.2. **Contract Documents** - The successful bidder shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.3. **Project Schedule** – Work described in this request shall be completed within six (6) weeks after date of Notice to Proceed.
- 2.1.4. **Award of Contract:** Award of contract will be made on an “all or none” basis to one bidder.
- 2.1.4.1. Time is of the essence and will be a major criterion in the determination of award of contract.
- 2.1.5. Unless prior arrangements are made and agreed to in writing, the County will not be responsible for receiving or storing equipment destined for installation.
- 2.2 **CONTRACTOR’S RESPONSIBILITIES** –
- 2.2.1. The contractor will be responsible for issues and/or changes that may arise, as applicable. Contractor shall coordinate with Boone County Designee all general down times with County at beginning of job and minimum of 48 hours prior to each specific down time.
- 2.2.2. **Contractor is responsible for accurately measuring the quantity of material required for the entire project.**
- 2.2.3. Contractor shall follow all state, federal and local requirements unless exceptions are noted in these specifications.
- 2.2.4. The Contractor shall be required to schedule project inspections with Boone County’s Facilities Maintenance Department. The Contractor shall be required to obtain Boone County permits as required.
- 2.2.5. Contractor shall be responsible for obtaining all underground utility locations prior to excavation.
- 2.2.6. Contractor shall be responsible for coordinating all work involving utility structures with the appropriate utility owners prior to commencement of any work.
- 2.2.7. Contractor must provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.2.8. Contractor will be required to remove all waste and debris, and leave site neat and clean at the end of each workday.
- 2.2.9. Contractor will be required to provide appropriate warning signs, *lockout/tagout*, during the project to insure public safety.
- 2.2.10. **Workmanship:** All equipment, materials, and articles incorporated in the equipment are to be new and of the best grade of their respective kinds for the purpose, which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Quality shall be defined by governing standards described in 2.3.1., and of quality defined by manufacturer. The County shall have the right to reject materials, workmanship, and such items of equipment as are defective, or may require their correction.

**2. Primary Specifications (cont.)****2.3. TECHNICAL SPECIFICATIONS**

- 2.3.1. The following technical specifications describe ac voltage source, pulse width modulated (PWM) type variable frequency drives, for the equipment shown on the manufacturer's drawings.
- 2.3.1.1. Equipment provided under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless the engineer notes exceptions.  
Governing Standards: Each variable frequency drive shall be designed, constructed, and tested in accordance with the applicable standards of NEMA, ANSI, UL, and IEEE, and shall be designed for installation in accordance with the NEC. The drives shall be UL or ETL listed.
- 2.3.2 Bidders shall include shop-drawing submittals, which should include the following information for each size and type of drive being furnished:
- 2.3.2.1. Name of manufacturer - Toshiba
- 2.3.2.2. Type and model number – Quantity of Two (2)
- #3E 230/460 volt, three phase, with CB, IBYP for 20 hp motors
- 2.3.2.3. Rated drive power.
- 2.3.2.4. Percent efficiency at 100 percent speed and 100 percent load.
- 2.3.2.5. Front and side views with overall dimensions and weights shown; and nameplate legends.
- 2.3.2.6. Schematics, including interlocks.
- 2.3.2.7. Wiring diagrams, including all internal and external devices and terminal blocks.
- 2.3.2.8. List of diagnostic indicators.
- 2.3.2.9. List of spare parts to be furnished.
- 2.3.2.10 Test Reports - Indicate field test and inspections procedures and test results.
- 2.3.2.11 Manufacturer' s field reports Indicate start-up inspection findings.
- 2.3.2.12 Operation and maintenance data - Provide CD ROM to include, but not limited to, the following;
- Operation & Maintenance manual
  - Start-up software
  - Harmonics software
  - Selection Guide
  - Hard copies can be made available.
- 2.3.3. Contractor shall provide enclosed variable frequency controllers suitable for operating the indicated loads. The variable frequency controllers shall conform to the requirements of NEMA ICS 3.1. RATINGS. Controllers shall meet or exceed the ratings listed below:
- 2.3.3.1. Rated input voltage: 400-500 volts plus or minus 10 percent, three phase, 60 hertz plus or minus 2 percent.
- 2.3.3.2. Motor nameplate voltage: 460 volts, three phase 60 hertz.
- 2.3.3.3. Displacement power factor: between 1.0 and 0.95, lagging, over entire range of operating speed and load
- 2.3.3.4. Operating ambient: 0 degrees to 40 degrees C.
- 2.3.3.5. Minimum efficiency at full load: 97 percent.
- 2.3.3.6. Acceleration/Deceleration rate adjustment: 0.1 to 650 seconds for 6SE32 or 0.1 to 150 seconds for 6SE95.
- 2.3.3.7. Provide HAND-OFF-AUTOMATIC functionality and manual speed control via keypad or speed potentiometer.
- 2.3.3.8. Input signal: 0/4 to 20-milliamp or 0 to 10 volts dc.
- 2.3.3.9. Safety interlocks: Provide functionality for remote contact to inhibit starting in automatic mode.
- 2.3.3.10. Control Interlocks: Provide functionality for remote contact to allow starting in automatic mode.
- 2.3.3.11. Manual Bypass Module: Provide separately mounted VFD input and output contractors, motor running overload protection, and short circuit protection for non-reversing operation of the motor. Include isolation switch to allow maintenance of inverter during bypass operation. Bypass contractor shall be electrically and mechanically interlocked with VFD output contractor.

**2. Primary Specifications (cont.)**

- 2.3.3.12. Disconnecting means: Provide a separately mounted molded case circuit breaker on the line side of each controller, with external operating handle with interruption capacity of 35,000 (minimum) amperes RMS symmetrical and provision to padlock in the "OFF" position. Circuit breakers shall have integral thermal and instantaneous magnetic trip in each pole.
- 2.3.3.13. Provide a digital keypad/display capable of controlling the drive and setting the drive parameters. The digital display will have a 4 line by 16-character LCD panel that is backlit for easy readability. The LCD device for the 6SE32/95 will be capable of bus master operation with multiple AC drives of the same family. Broadcast messages shall be possible. The operator panel shall have the capability to store up to 10 different parameter sets. A minimum of 7 languages will be available in the device. The panel can normally display:
1. Frequency in hertz.
  2. Drive status
  3. Display of drive's set output frequency.
  4. Output voltage in percentage of VFD's output voltage.
  5. Output current in percentage of VFD's output current.
- 2.3.3.14. The digital keypad shall allow operators to enter exact numerical settings in English engineering units. A user menu shall be provided as a guide to parameter settings. These parameters shall be adjustable for specific project application requirements on site. All setup operations and adjustments will be digital, stored in non-volatile (EEPROM) memory. No analog or potentiometer adjustments will be allowed. The variables stored in (EEPROM) shall be transferable to new and spare boards via the LCD operator panel. As a standard feature, these variables shall be protected from unauthorized tampering, revision, or adjustment by password code.
- 2.3.3.15. The digital keyboard shall have five keys to provide easy programming of the drive. These keys shall include:
1. Up and down arrow keys to increase or decrease output frequency or data values.
  2. Run and stop keys for starting and stopping in the manual mode.
  3. Program keys to enter the program mode and adjust parameters.
- 2.3.3.16. Make provisions for field adjustment of the following parameters through the digital keypad:
1. Current limit and starting boost.
  2. Maximum voltage level.
  3. Minimum/maximum speed, volts/hertz, upper and lower limit.
  4. Independently adjustable acceleration and deceleration rates.
  5. I squared T trip or output frequency roll back.
  6. Coast, controlled ramp or DC injection selectable modes of stopping.
  7. PID setpoint control selection.
- 2.3.3.17. Make provisions to accept a remote dry contact closure to start and stop the drive(s) while in the auto mode format from the drive control system.
- 2.3.3.18. Make provisions to accept an analog input speed reference of 0/4 to 20 milliamp or 0 to 10 volt dc via the digital keypad.
- 2.3.3.19. Provide the following short circuit and input protective features:
1. Solid-state instantaneous overcurrent trip set at 275 percent.
  2. Undervoltage protection with automatic restart.
- 2.3.3.20. Provide the following internal protective features:
1. Transient surge protection.
  2. Transistor overtemperature and overcurrent protection.
  3. Current limit circuit to automatically phase back output current and frequency to prevent excessive currents from damaging motor insulation (frequency output rollback).
  4. Microprocessor fault/memory chip error.
  5. DC bus overvoltage trip.

**2. Primary Specifications (cont.)**

- 2.3.3.21. Provide the following output protective features:
1. Inverse time motor overload protection, UL approved for motor protection, (I squared T trip).
  2. Thermal sensor detection, thermistor or thermostat, for motor overtemperature.
  3. Stall protection on overload with inverse time overcurrent trip. Current limit shall be adjustable from 10 percent to 100 percent for variable torque rated drives.
  4. Protection against opening or shorting of motor leads.
  5. Critical frequency avoidance circuit. Four (4) set points selective from 0 to maximum frequency. Bandwidth of set points to be adjustable.
- 2.3.3.22. For test purposes, it shall be possible to run the drive with no load (the motor is disconnected from the drive output).
- 2.3.3.23. Provide RS485 communications interface. Monitoring and setting of all operating and fault parameters will be a standard feature. A Windows based software package shall be made available. The RS485 interface for the 6SE32/95 shall provide direct access to the relay outputs and the analog output of the drive.
- 2.3.3.24. The following conditions shall cause an orderly drive shutdown and lockout:
1. Overcurrent at start-up
  2. Instantaneous overcurrent
  3. Overtemperature of VFD or external fault
  4. Motor overtemperature
  5. Ground fault
  6. Overvoltage during shut down
  7. Motor I squared T trip
- 2.3.3.25. The drive shall record and display the last four (4) faults that occurred in the drive. The drive shall also display the last warning message experienced by the inverter.
- 2.3.3.26. The drive shall have the capability to prevent starting of motor in the reverse direction. Starting into a rotating motor via flying restart shall be possible.
- 2.3.3.27. The drive shall provide 0 to 20 milliamp output signal proportional to the output frequency, output current, frequency setpoint, motor RPM, bus voltage, or motor torque. On drives 15 HP and higher, there shall be two analog output signals available for customer use.
- 2.3.3.28. The drive shall have the capability to perform an automatic motor calibration test and adjust its internal settings automatically without any special tools or instruments.
- 2.3.3.29. The drive shall have the capability to be reset to factory conditions via parameter change.
- 2.3.3.30. The drive shall utilize IGBT power devices and have an adjustable carrier frequency, typically 2 to 16,000 hertz.
- 2.3.3.31. As a minimum, the drive shall provide at least two programmable digital outputs for signal indication of:
1. Inverter running
  2. Inverter frequency 0.0 hertz
  3. Motor direction in reverse
  4. Fault indication
  5. Warning active
  6. Output current greater than or equal to programmable setpoint
  7. Output frequency greater than or equal to programmable setpoint
  8. Output torque greater than or equal to programmable setpoint

**2. Primary Specifications (cont.)**

- 2.3.3.32. As a minimum, the drive shall provide at least six programmable digital inputs for control of the following inverter functions:
1. On Fwd. or On Rev.
  2. Fault reset
  3. Switch from serial control to manual control
  4. Motor parameter set switching
  5. External control of relay output #1 and #2
  6. External trip
  7. Delayed trip
  8. External MOP setpoint frequency control
  9. Fixed frequency presets up to (8) different settings

**2.4. WARRANTY INFORMATION**

- 2.4.1. Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.5. **PREVAILING WAGE** - Not less than 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. Prevailing Wage Order Number 9 is attached. 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.
- 2.6. **PRE-BID CONFERENCE** – A pre-bid conference will be held on Monday, April 14, 2003 at 9:30 a.m., in the Boone County Johnson Building, 601 East Walnut, Room 213, Columbia, Mo. 65201. Immediately following the completion of the bid document review, participants will visit the work site, located in the Boone County Courthouse.
- 2.6.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.6.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.7. **DESIGNEE** – Boone County Facilities Maintenance, Ken Roberts, 601 E. Walnut, Room 205, Columbia, MO 65201
- 2.7.1 **Contact** – Any questions, should be directed to Marlene Ridgway, Buyer, Boone County Purchasing 601 E. Walnut, Room 209, Columbia, MO 65201. Phone: 573-886-4392 Fax: 573-886-4390 Email: [mridgway@boonecountymo.org](mailto:mridgway@boonecountymo.org)
- 2.8. **BILLING AND PAYMENT** - Payments will be made after the work has been completed and an invoice has been received. This will be a lump sum payment contract upon acceptance by Boone County. The vendor must submit an invoice and charges must only include prices listed in the vendor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty days of receipt. Invoices shall be submitted to Ken Roberts, Manager of Facilities Maintenance, 601 E. Walnut, Room 205, Columbia, MO 65201. Contractor must provide Prevailing Wage affidavits and applicable sub contractors and supplies lien waivers.

**2. Primary Specifications (cont.)****2.9. INSURANCE REQUIREMENTS -**

- 2.9.1. **Contractors Insurance** – The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in the 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.
- 2.9.2. **Compensation Insurance** – The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work. 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 Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.9.3. **Comprehensive General Liability Insurance** – The Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them 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. 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.
- 2.9.4. **Automobile Public Liability and Property** – The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$150,000.00 per individual. Said insurance shall cover both bodily injury, including accidental death and property damage, to protect Contractor from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Owner's Contingent or Protective Liability and Property Damage** – The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, 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. It is preferred that these policies include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will apply.
- 2.9.6. **Insurance Certification** – 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 and requiring a thirty (30) day mandatory cancellation notice. 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.
- 2.10. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, 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 Boone from its own negligence.
- 2.11. **SALES/USE TAX EXEMPTION** – 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 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. 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.



**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.2.3. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

**4. Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.**

---

4.1. Company Name:

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.7. Pricing

4.7.1. Total Cost to Furnish and Install Variable Frequency Drivers as described in Section 2

Brand/Model:

\$ \_\_\_\_\_

4.7.2. Work will begin on this project \_\_\_\_\_ days after receipt of Notice to Proceed.

4.7.3. Work will be completed in \_\_\_\_\_ days after beginning project.

4.8. Describe Warranty:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

4.9.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_

4.9.2. Type or Print Signed Name:

\_\_\_\_\_

4.9.3. Today's Date: \_\_\_\_\_

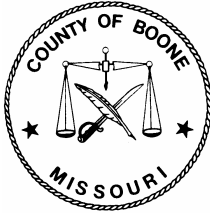


## **Standard Terms and Conditions**

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

**Marlene Ridgway, Buyer**  
Phone: (573) 886-4392- Fax (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. 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.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
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. In case of delay, the Contractor must notify the Purchasing Department.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.
13. 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.



***“No Bid” Response Form***

**Boone County Purchasing**  
601 E. Walnut, Room 209  
Columbia, MO 65201

Marlene Ridgway, Buyer  
(573) 886-4392– Fax: (573) 886-4390

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**“NO BID RESPONSE FORM”**

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 30-22APR03 - Variable Frequency Drives**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

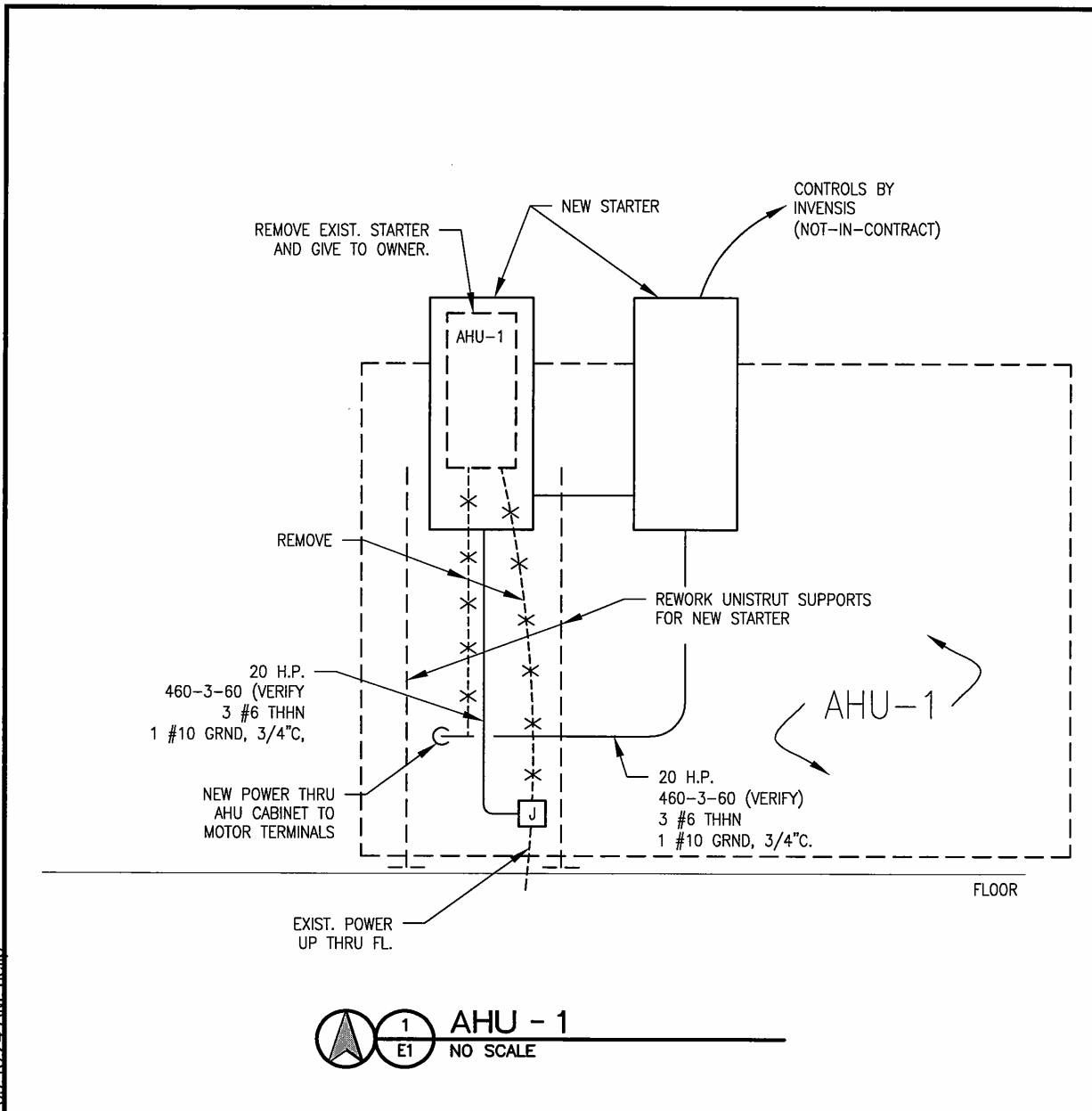
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

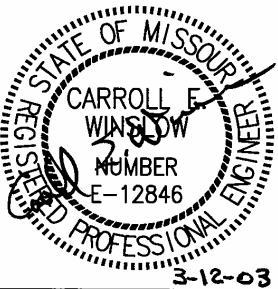
Contact: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 1



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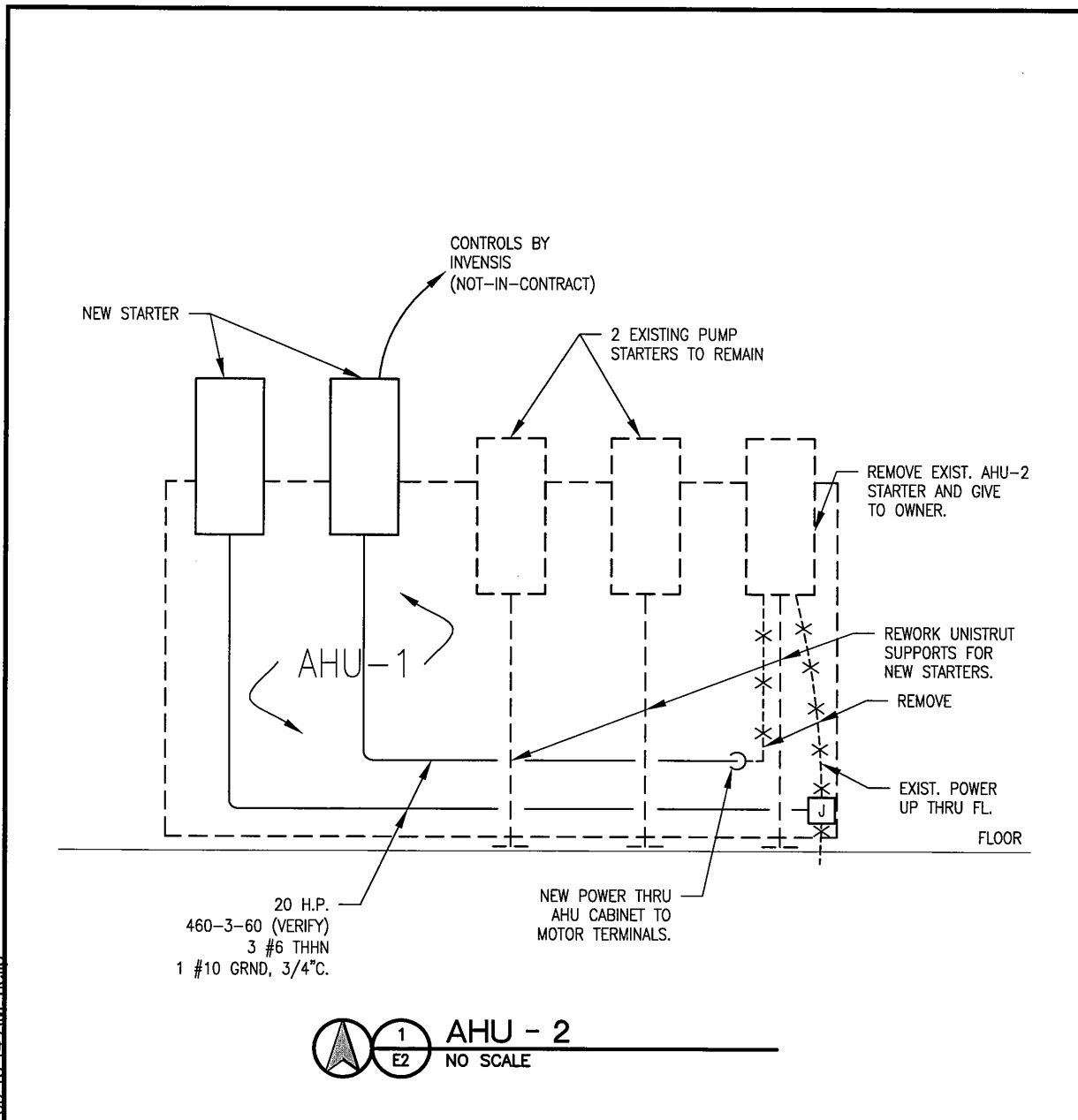


AHU - 1, 2 VARIABLE FREQUENCY DRIVES  
BOONE COUNTY GOVERNMENT CENTER  
COLUMBIA, MISSOURI



JOB NUMBER	03011
DATE	03-12-03

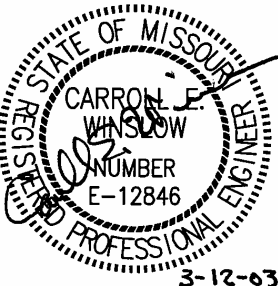
**MALICOAT - WINSLOW ENGINEERS P.C.**  
5649 N. CLEARVIEW ROAD, COLUMBIA, MISSOURI 65202  
PHONE: (573) 875-1300 FAX: (573) 875-1305

ATTACHMENT 2



Q:\03103011\03011.dwg 03/12/2003 09:13:14 AM reilb



**AHU - 2**  
 NO SCALE

	<b>AHU - 1, 2 VARIABLE FREQUENCY DRIVES</b> <b>BOONE COUNTY GOVERNMENT CENTER</b> <b>COLUMBIA, MISSOURI</b>	JOB NUMBER <b>03011</b>
		DATE <b>03-12-03</b>
<b>MALICOAT - WINSLOW ENGINEERS P.C.</b> 5649 N. CLEARVIEW ROAD, COLUMBIA, MISSOURI 65202 PHONE: (573) 875-1300      FAX: (573) 875-1305		

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



BOB HOLDEN, Governor

## Annual Wage Order No. 9

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.

RECEIVED & FILED

MAR 08 2002

*Colleen A. Baker*  
Colleen A. Baker, Director  
Division of Labor Standards

Filed With Secretary of State:

*Matt Blunt*  
SECRETARY OF STATE  
COMMISSIONS DIVISION

Last Date Objections May Be Filed: \_\_\_\_\_

APR 08 2002

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	*	Basic Hourly Rates	Over-Time Rates	Holiday Rates	Total Fringe Benefits
Asbestos Worker			\$13.00	FED		\$0.95
Boilermaker	9/02		\$26.51	57	7	\$12.38
Bricklayers - Stone Mason	6/02		\$23.00	59	7	\$6.40
Carpenter			\$18.63	60	15	\$7.01
Cement Mason			\$18.12	9	3	\$7.41
Electrician (Inside Wireman)			\$22.50	28	7	\$8.45 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor	7/02	a	\$28.285	26	54	\$8.396
Operating Engineer						
Group I	5/02		\$22.27	86	66	\$12.26
Group II	5/02		\$22.27	86	66	\$12.26
Group III	5/02		\$21.02	86	66	\$12.26
Group III-A	5/02		\$22.27	86	66	\$12.26
Group IV	5/02		\$22.97	86	66	\$12.26
Group V	5/02		\$24.27	86	66	\$12.26
Pipe Fitter			\$25.66	91	69	\$9.73
Glazier			\$19.45	122	76	\$9.86
Laborer (Building):						
General			\$15.80	110	7	\$6.40
First Semi-Skilled			\$16.90	110	7	\$6.40
Second Semi-Skilled			\$16.80	110	7	\$6.40
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason	6/02		\$23.00	59	7	\$6.40
Millwright			\$19.63	60	15	\$7.01
Iron Worker	8/02		\$21.77	11	8	\$11.59
Painter	2/03		\$18.44	18	7	\$5.33
Plasterer			\$17.13	94	5	\$7.21
Plumber			\$28.15	FED		\$2.93
Pile Driver			\$19.63	60	15	\$7.01
Roofer	9/02		\$23.50	12	4	\$6.74
Sheet Metal Worker	1/03		\$22.70	40	23	\$8.36
Sprinkler Fitter	1/03		\$26.84	33	19	\$9.60
Terrazzo Worker	6/02		\$23.00	59	7	\$6.40
Tile Setter	6/02		\$23.00	59	7	\$6.40
Truck Driver - Teamster						
Group I			\$19.40	101	5	\$4.50
Group II			\$20.05	101	5	\$4.50
Group III			\$19.55	101	5	\$4.50
Group IV			\$20.05	101	5	\$4.50
Traffic Control Service Driver			\$14.65	48	49	\$2.44
Well Driller			USE BLDG. CONST. ENGINEER GROUP II RATE			
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at 1-800-475-2130.

\*\*Annual Incremental Increase

\*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 9

1/03





**BOONE COUNTY OVERTIME RATES – BUILDING CONSTRUCTION  
REPLACEMENT PAGE**

**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 7:00 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. 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 rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 28:** Means eight (8) hours between 7:00 a.m. and 5:30 p.m. shall constitute a day's work 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.

**BOONE COUNTY OVERTIME RATES – BUILDING CONSTRUCTION  
REPLACEMENT PAGE**

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

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 7:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**NO. 48:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**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. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1 ½) 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.

**BOONE COUNTY OVERTIME RATES – BUILDING CONSTRUCTION  
REPLACEMENT PAGE**

**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 weeks work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day (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. Friday must be scheduled for no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1 ½) 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 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 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:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**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.

**ANNUAL WAGE ORDER NO. 9**

**BOONE COUNTY OVERTIME RATES – BUILDING CONSTRUCTION  
REPLACEMENT PAGE**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (1/2) 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 work week shall consist of forty (40) hours of five (5) work days, Monday through Friday. The work week 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 rate (1½) for work performed over eight (8) hours per work day (unless working a ten (10) hour work day, then **time and one half rate (1½)** is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. The employees shall be paid time and one-half (1½) for work performed on Saturdays. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **When multiple shifts or shift work is deemed necessary or is applicable, an additional Two Dollars (\$2.00) per hour will be paid as additional pay for hours worked, including overtime hours, between 5:30 p.m. and 12:00 a.m. and Two Dollars and Fifty Cents (\$2.50) per hour will be paid as additional pay for all hours worked, including overtime hours, between 12:00 a.m. and 6:00 a.m. Work performed on Sundays shall be paid at the double (2) time rate of pay.**

**NO. 94:** Means eight (8) hours shall constitute a days 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 (and resulting quitting time) may be moved forward two (2) hours to 6:00 a.m. or the starting time (and resulting quitting time) may be 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.

**BOONE COUNTY OVERTIME RATES – BUILDING CONSTRUCTION  
REPLACEMENT PAGE**

**NO. 110:** 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. If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain and 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. Friday must be scheduled for at least eight (8) hours and no more than ten (10) hours at the straight time rate, but all hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate.

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

**BOONE COUNTY  
HOLIDAY RATE SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**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:** All work done on New Year's Day, Memorial Day, Independence Day, Labor 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. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

**NO. 8:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or days observed as such, shall be paid at the double time rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly 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 the holiday and all work performed on said day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered the holiday and all work performed on said 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.

**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.

**NO. 49:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 54:** All work done on New Year's, Memorial Day, Independence Day, Labor 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.

**BOONE COUNTY  
HOLIDAY RATE SCHEDULE – BUILDING CONSTRUCTION**

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

**NO. 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	*Effective Date of Increase	Basic Hourly Rates	Over-Time Rates	Holiday Rates	Total Fringe Benefits
<b>CARPENTER</b>					
Journeymen	5/02	\$23.63	7	16	\$6.99
Millwright	5/02	\$23.63	7	16	\$6.99
Pile Driver Worker	5/02	\$23.63	7	16	\$6.99
<b>OPERATING ENGINEER</b>					
Group I	5/02	\$21.35	21	5	\$12.23
Group II	5/02	\$21.00	21	5	\$12.23
Group III	5/02	\$20.80	21	5	\$12.23
Group IV	5/02	\$17.15	21	5	\$12.23
Oiler-Driver	5/02	\$17.15	21	5	\$12.23
<b>LABORER</b>					
General Laborer	5/02	\$20.20	2	4	\$6.40
Skilled Laborer	5/02	\$20.80	2	4	\$6.40
<b>TRUCK DRIVER - TEAMSTER</b>					
Group I	5/02	\$22.52	2	4	\$5.50
Group II	5/02	\$22.68	2	4	\$5.50
Group III	5/02	\$22.67	2	4	\$5.50
Group IV	5/02	\$22.79	2	4	\$5.50

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**BOONE COUNTY**  
**OVERTIME RATE SCHEDULE – HEAVY CONSTRUCTION**

**NO. 2:** 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 to complete forty (40) hours of work in a week. 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. Time & one-half (1½) shall be paid for all hours in excess of eight (8) hours per day (if working 5-8's) or ten (10) hours per day (if working 4-10's), or forty (40) hours per week, Monday through Friday. For all time worked on Saturday (unless Saturday or any portion of said day is worked as make-up to complete forty hours), time and one-half (1½) shall be paid. For all time worked on Sunday and recognized holidays, double (2) time shall be paid.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day 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). Make-up days shall not be utilized for days lost from holidays. 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.

**NO. 21:** Means the regular work week shall consist of five (5) eight (8) hour days, Monday through Friday. The regular work day for which employees shall be compensated at straight time hourly rate of pay shall 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. 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 overtime rate of time & one-half (1 ½). 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 per work week. Workmen shall be paid one & one-half (1 ½) times the regular rate of wages for all hours worked in excess of eight (8) hours per day (if working 5-8's), or ten (10) hours per day (if working 4-10's), or forty (40) hours per work week Monday through Friday (if working 5-8's) or Monday through Thursday (if working 4-10's). Unless used as make-up days to complete forty (40) hours per work week, time and one-half (1 ½) shall be paid on Saturday (when working 5-8's) and on Friday or Saturday (when working 4-10's). Sundays and holidays shall be paid at the rate of double (2) time the regular rate of pay.

**BOONE COUNTY  
HOLIDAY RATE SCHEDULE - HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days 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. 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 Thursday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

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

# REPLACEMENT PAGE

## OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

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

### COMMERCIAL WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
*Journeyman Lineman	\$28.28	\$2.75 + 41.3%
*Lineman Operator	\$25.32	\$2.75 + 41.3%
*Groundman	\$20.04	\$2.75 + 41.3%

### UTILITY WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
*Journeyman Lineman	\$27.27	\$2.75 + 37.3%
*Lineman Operator	\$23.54	\$2.75 + 37.3%
*Groundman	\$18.20	\$2.75 + 37.3%

**OVERTIME RATE:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

ANNUAL WAGE ORDER NO. 9

1/03

\*Annual Incremental Increase

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