

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

February Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

14th

day of

February

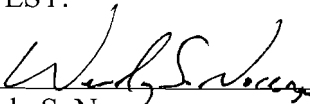
20 08

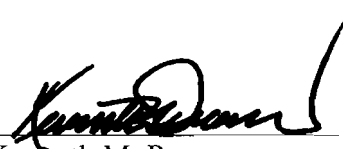
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached bond resolution for a plan for an industrial development project for Analytical Bio-Chemistry Laboratories, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said resolution.

Done this 14th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

RESOLUTION AND ORDER APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC., A MISSOURI CORPORATION, AND DETERMINING THE OFFICIAL INTENT OF BOONE COUNTY, MISSOURI, TO ISSUE ITS INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 TO FINANCE THE COSTS OF SUCH PROJECT.

WHEREAS, Boone County, Missouri (the "County") is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to issue and sell its revenue bonds for the purpose of paying all or part of the cost of purchasing, constructing, extending and improving any facility to be leased or otherwise disposed of to private persons or corporations for manufacturing, commercial, warehousing, research and development and other industrial development purposes, including the real estate, buildings, fixtures and machinery; and

WHEREAS, Analytical Bio-Chemistry Laboratories, Inc., a Missouri corporation, on behalf of itself and a related entity, Lab Facilities Leasing Co., L.L.C., a Missouri limited liability company (both entities, collectively, the "Company"), has requested that the County (i) approve a plan for a project for the Company consisting of the acquisition, construction and equipping of a pharmaceutical research facility (the "Project"), (ii) issue its industrial development revenue bonds in an aggregate principal amount not to exceed \$15,000,000 to provide funds to pay the costs of the Project, and (iii) lease the County's leasehold interest in the Project to the Company, with an option to purchase the County's leasehold interest in the Project, for the purpose of financing the costs of the Project, all in accordance with and pursuant to the Act; and

WHEREAS, the County has heretofore prepared and desires to approve a plan for industrial development with respect to the Project, and notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act; and

WHEREAS, the County desires to express its intent to finance the costs of acquiring, constructing and equipping the Project by the issuance of its industrial development revenue bonds to be issued under the Act in an aggregate principal amount not to exceed \$15,000,000 (the "Bonds"), which Bonds will be payable solely out of payments, revenues and receipts derived by the County from the lease or sale of the County's leasehold interest in the Project to the Company;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Findings and Determinations. The County Commission hereby finds and determines that the Project will promote the economic welfare and the development of the County, and the issuance of the Bonds by the County to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Approval of Plan for Project. The County Commission hereby approves the Plan for Industrial Development Project attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

Section 3. Declaration of Official Intent. The County Commission of the County determines and declares the official intent of the County to finance the costs of the Project out of the proceeds of the Bonds of the County to be issued pursuant to the Act in an aggregate principal amount not to exceed \$15,000,000. This Resolution shall constitute the County's intention, subject to the terms hereof, to issue the Bonds pursuant to the Act in an aggregate amounts prescribed by the Company up to \$15,000,000. The proceeds of the Bonds will be used to finance or refinance the costs of acquiring, constructing and equipping the Project and to pay all expenses and costs of the County in connection with the issuance of the Bonds.

Section 4. Terms and Provisions. Subject to the conditions of this Resolution, the County will (i) enter into a trust indenture with a bank or trust company, as corporate trustee, pursuant to which the County will issue the Bonds to pay the costs of financing the Project, including repayment to the Company of advances made by it in connection with the Project, with such maturities, interest rates, redemption terms, security provisions and other terms and provisions as may be determined by subsequent order, ordinance or resolution of the County; (ii) acquire a leasehold interest in the Project and enter into a lease agreement with the Company to lease (with an option to purchase) the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and orders and authorize the execution and delivery of such security agreements and other instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the County and take or cause to be taken such other action as may be required.

Section 5. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject to (i) approval as to form by the County Commission; (ii) approval by the appropriate officers of the Company; (iii) obtaining by the Company of any necessary governmental licenses, permits and approvals; and (iv) agreement by the County, the Company and the purchasers of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including a performance agreement setting forth the terms of the property tax abatement described in the Plan for Industrial Development Project attached hereto as **Exhibit A**.

Section 6. Reimbursement of Expenditures. The Company has made and expects to make certain expenditures in connection with the purchase of the Project after the date of this Resolution and before the issuance of the Bonds, and the County desires and intends to reimburse the Company from proceeds of the Bonds for such expenditures.

Section 7. Authorization to Proceed. The Company is hereby authorized to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law, the County shall reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 8. Sale of the Bonds. The sale of the Bonds shall be the responsibility of the Company. It is anticipated that the Company will buy all of the Bonds.

Section 9. Indemnity. By accepting the terms of this Resolution and proceeding with the Project, the Company will be considered to have agreed (i) to indemnify and hold the County harmless against liability with respect to any destruction of or damages to property or any injury to or death of any person or persons occurring in connection with the Project (other than liability for any loss or damages

that may result from misconduct or from wrongful acts of the County), and (ii) to pay the regular fees and charges of the County for its services in connection with financing the Project as well as all of its expenses in connection therewith.

Section 10. Limited Liability. Any provision hereof to the contrary notwithstanding, nothing herein contained shall be construed to impose a charge against the general credit of the County or to impose any pecuniary liability upon the County except with respect to the proper application of the proceeds to be derived by the County from the sale of the Bonds and of the revenues and receipts to be derived by the County from any financing, leasing or sale of the Project.

Section 11. Further Authority. Gilmore & Bell, P.C., as Bond Counsel, together with the officers and employees of the County, are hereby authorized to work with the Company and the purchaser of the Bonds, their respective counsel and others, to prepare for submission to and final action by the County all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

Section 12. Benefit of Resolution. This Resolution and Order shall inure to the benefit of the County and the Company and their respective successors and assigns.

Section 13. Effective Date. This Resolution and Order shall take effect and be in full force immediately after its adoption by the County Commission.

Adopted and ordered by the County Commission this 14th day of February, 2008.

BOONE COUNTY, MISSOURI

By: 
Presiding Commissioner

(Seal)

ATTEST:


County Clerk

**EXHIBIT A
TO RESOLUTION AND ORDER**

**PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT
FOR ANALYTICAL BIO-CHEMISTRY LABORATORIES, INC.**

The County Commission of Boone County, Missouri hereby authorizes and approves the following Plan for Industrial Development Project in accordance with Section 100.050 of the Act, including but not limited to:

1. **Description of the Project.** The acquisition, construction and equipping of a pharmaceutical research facility located in the Discovery Ridge Research Park in Boone County, to be used by the Company.

2. **Estimate of the Cost of the Project.** The total estimated cost of the Project is \$15,000,000.

3. **Source of Funds to be Expended for the Project.** The Project will be funded in part from proceeds of the sale of taxable industrial development revenue bonds (the "Bonds") to be issued by the County and from other available funds of the Company. The Bonds shall be issued upon such terms, in such amounts and at such time as shall be satisfactory to the County and the Company.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the County.** The County's leasehold interest in the Project will be leased to the Company by the County in accordance with the terms of a lease agreement (the "Lease") for lease payments equal to the principal and interest on the proposed bonds. The Company will have the option to purchase the County's leasehold interest in the Project at the termination of the Lease. The bonds will be payable solely from the revenues derived by the County from the Lease or other disposition of the Project and the bonds will not be an indebtedness or general obligation, debt or liability of the County. The Lease will be for a term of approximately ten years.

5. **Affected Taxing Jurisdictions.** The taxing jurisdictions affected by the Project are as follows:

Boone County Family Resources.
Boone County Government.
Boone County Library District.
City of Columbia.
School District of Columbia.
State of Missouri.

6. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property included in the Project is \$0 and for personal property included in the Project is \$0. The estimate as to the equalized assessed valuation of the real property included in the Project after completion is \$4,320,000 and for personal property included in the Project after completion is \$393,100.

7. **Cost-Benefit Analysis.** An analysis of the costs and benefits of the Project on the school district, county and city was prepared by Regional Economic Development, Inc., Columbia, Missouri, and follows as **Exhibit B**. Such report assumes a maximum period of ten years of tax abatement.

8. **Payments in Lieu of Taxes.** The Company will be required to make payments in lieu of taxes on the real and personal property financed with the bonds in an amount equal to 50% of the amount of real and personal property ad valorem taxes which would have been paid in each year had the Project not been exempt from such taxes. However, the Company will pay the surcharge on commercial real property (presently, \$0.61 per \$100 of assessed valuation) as if such surcharge were applicable to the real property comprising the Project which will be allocated and distributed to all taxing jurisdictions.

In addition, if the Company fails to create and maintain not less than 50 new jobs for a total of 274 in Boone County, the percentage used for calculating payments in lieu of taxes would be increased from 50% in accordance with the following formula:

$$50\% \quad X \quad \left(1 + \frac{50 - \text{No. of actual new jobs}}{50} \right) = \text{Revised \%}$$

Such payments in lieu of taxes will, after reduction for actual costs of the County for distributing such payments, be distributed among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation, pursuant to Section 100.050.3 of the Act.

**EXHIBIT B
TO RESOLUTION AND ORDER**

Cost-Benefit Report

Assumptions (Real Property):

Commercial Surtax of \$ 0.61 is distributed among all taxing entities and is not confined to those outlined above.

Assessment Ratio = 32 %

Appraised Value = \$ 13,500,000 (includes interest, contingency, accounting, legal, and miscellaneous).

There is no taxable interest in the land (contract rent = market rent).

Market value of real property remains constant for 15 years.

Assumptions (Personal Property):

Assessment Ratio = 33 1/3 %

Initial Investment of Personal Property = \$ 1,500,000

10 Year MACRS depreciation

Assumptions (Machinery/Equipment):

Assessment Ratio = 33 1/3 %

Initial Investment of Personal Property = \$ 4,250,000

5 Year MACRS depreciation

ABC Laboratories Real Estate Tax Abatement

Real Estate	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017		
Appraised Value	13,500,000	13,500,000	13,500,000	13,500,000	13,500,000	13,500,000	13,500,000	13,500,000	13,500,000	13,500,000		
Assessed Value	4,320,000	4,320,000	4,320,000	4,320,000	4,320,000	4,320,000	4,320,000	4,320,000	4,320,000	4,320,000		
Taxing Entity	2007 Levy	2008 Tax	2009 Tax	2010 Tax	2011 Tax	2012 Tax	2013 Tax	2014 Tax	2015 Tax	2016 Tax	2017 Tax	TOTAL/2
Columbia School	4.7089	203,424	203,424	203,424	203,424	203,424	203,424	203,424	203,424	203,424	203,424	1,017,125
State	0.03	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	1,296	6,480
County	0.12	5,184	5,184	5,184	5,184	5,184	5,184	5,184	5,184	5,184	5,184	25,920
Group Homes	0.1114	4,812	4,812	4,812	4,812	4,812	4,812	4,812	4,812	4,812	4,812	24,062
Library	0.2986	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	12,900	64,498
Road & Bridge	0.0475	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	10,260
City of Columbia	0.41	17,712	17,712	17,712	17,712	17,712	17,712	17,712	17,712	17,712	17,712	88,560
Total	5.7264	247,380	247,380	247,380	247,380	247,380	247,380	247,380	247,380	247,380	247,380	1,236,902
Commercial Surtax	0.61	26,352	26,352	26,352	26,352	26,352	26,352	26,352	26,352	26,352	26,352	263,520
The Commercial Surtax is not abated												
Total Tax Revenue with Chapter 100												<u>1,500,422</u>

ABC Laboratories Personal Property Tax Abatement

Personal Property	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017		
Appraised Value	1,500,000	1,179,300	1,002,450	852,150	721,050	589,950	458,850	327,750	225,000	225,000	225,000	
Assessed Value		393,100	334,150	284,050	240,350	196,650	152,950	109,250	75,000	75,000	75,000	
Taxing Entity	2007 Levy	2008 Tax	2009 Tax	2010 Tax	2011 Tax	2012 Tax	2013 Tax	2014 Tax	2015 Tax	2016 Tax	2017 Tax	TOTAL/2
Columbia School	4.7089	18,511	15,735	13,376	11,318	9,260	7,202	5,144	3,532	3,532	3,532	45,573
State	0.03	118	100	85	72	59	46	33	23	23	23	290
County	0.12	472	401	341	288	236	184	131	90	90	90	1,161
Group Homes	0.1114	438	372	316	268	219	170	122	84	84	84	1,078
Library	0.2986	1,174	998	848	718	587	457	326	224	224	224	2,890
Road & Bridge	0.0475	187	159	135	114	93	73	52	36	36	36	460
City of Columbia	0.41	1,612	1,370	1,165	985	806	627	448	308	308	308	3,968
Total	5.7264	22,510	19,135	16,266	13,763	11,261	8,759	6,256	4,295	4,295	4,295	55,420

Total tax revenue with Chapter 1 100 equals \$ **55,420.00**

ABC Laboratories Non Chapter 100 Machinery and Equipment

Mach & Equip	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Appraised Value	4,250,000	2,528,750	1,770,125	1,062,075	425,000	425,000	425,000	425,000	425,000	425,000	425,000
Assessed Value	842,917	590,042	354,025	141,667	141,667	141,667	141,667	141,667	141,667	141,667	141,667

Taxing Entity	2007 Levy	2008 Tax	2009 Tax	2010 Tax	2011 Tax	2012 Tax	2013 Tax	2014 Tax	2015 Tax	2016 Tax	2017 Tax	Totals
Columbia School	4.7089	39,692	27,784	16,671	6,671	6,671	6,671	6,671	6,671	6,671	6,671	130,844
State	0.03	253	177	106	43	43	43	43	43	43	43	834
County	0.12	1,012	708	425	170	170	170	170	170	170	170	3,334
Group Homes	0.1114	939	657	394	158	158	158	158	158	158	158	3,095
Library	0.2986	2,517	1,762	1,057	423	423	423	423	423	423	423	8,297
Road & Bridge	0.0475	400	280	168	67	67	67	67	67	67	67	1,320
City of Columbia	0.41	3,456	2,419	1,452	581	581	581	581	581	581	581	11,392
Total	5.7264	48,269	33,788	20,273	8,112	8,112	8,112	8,112	8,112	8,112	8,112	159,117

Total Abatement over 10-year period \$ 1,292,322.00

Total Revenue over 10-year period \$ 1,714,959.00

Columbia Public Schools Revenue over 10-year period \$ 1,193,542.00

Boone County Revenue over 10-year period \$ 30,415.00

Group Homes Revenue over 10-year period \$ 28,235.00

Library Revenue over 10-year period \$ 75,685.00

Road & Bridge Revenue over 10-year period \$ 12,040.00

City of Columbia Revenue over 10-year period \$ 103,920.00

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 08

In the County Commission of said county, on the 14th day of February 20 08

the following, among other proceedings, were had, viz:

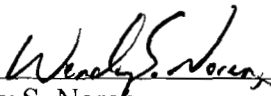
Now on this day the County Commission of the County of Boone does hereby approve the following agreements for consultant services:

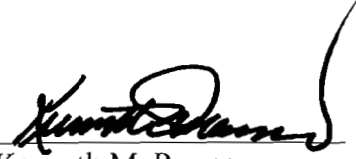
A Civil Group
 Barr Engineering Company
 CM Engineering
 Poepping, Stone, Bach & Associates

It is further ordered the Presiding Commissioner is hereby authorized to sign said agreements.

Done this 14th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 14th day of February, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: A CIVIL GROUP

Project/Work Description: TRAILS WEST PRELIMINARY ENGINEERING REPORT

Proposal Description: See attached proposal.

Modifications to Proposal: Fees and expenses shall not exceed \$2,090.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

A CIVIL GROUP

By Jay Gebhardt

Title CHIEF OPERATING MEMBER

Dated: 2/25/08

BOONE COUNTY MISSOURI

By David Hunt
Director, Boone County Public Works

Dated: 1/11/08

APPROVED AS TO FORM:

[Signature]
County Attorney

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
Jane E. Pichler 1/15/08
Auditor by cap Date
2045-71102



A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

January 11, 2008

Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

RE: Request for Proposal: Trails West Preliminary Engineering Report

Mr. Campbell,

Upon reviewing your request for proposal, we would like to offer the following cost estimate and breakdown.

Documentation of Drainage Issues:

- a. Observe hydraulic conditions and problems in the 10 noted areas.
- b. Perform preliminary engineering to generate several corrective options
- c. Generate a condition report of all existing structures
- d. Develop recommendations for rehabilitation or replacement of existing structures

Onsite and in-house research, 6 hrs @ \$95.00 / hr \$570.00
Document and Report preparation, 4 hrs @ \$95.00 / hr \$380.00

Preliminary Proposed Drainage System:

- a. Prepare a plan outlining the proposed options that would adequately convey a 10-year design storm
- b. Estimate storm-water network sizing and alignment
- c. Estimate storm-water inlet sizing and location

Preliminary design, 4 hrs @ \$95.00 / hr \$380.00

Preliminary Engineering Report:

- a. Summarize all findings
- b. Discuss anticipated problems with design or construction

Document and Report preparation, 4 hrs @ \$95.00 / hr \$380.00

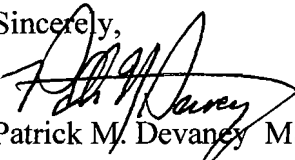
Estimated Engineering and Construction Costs:

- a. Develop a cost estimate for engineering and development of construction plans.
- Engineering costs to include necessary easement document preparation, correspondence with the United States Army Corps of Engineers (USACE), and development of a narrative that summarizes all USACE requirements. A map of all jurisdictional waters will accompany the USACE narrative.
 - Engineering costs will include development of a design schedule including submittal to the County for review at 50%, 75%, and 95% plan completion. Each submittal will be accompanied by a meeting with the county for receipt of comments.
 - Engineering costs will include the scheduling and participation in meetings with all applicable utility companies and submittal of plans to the utility companies at the 50% completion stage.
 - Engineering costs will include the attending of a pre-bid meeting and the preparation of any necessary addenda.
- b. Develop a cost estimate for construction of the proposed design
- Construction estimates will include the cost for all necessary utility relocations.
 - Construction estimates will be provided at each stage of plan submittal.

Document Preparation, 4 hrs @ \$95.00 / hr \$380.00

Total Hourly Not-to-Exceed Estimate: \$2,090.00

Thank you for allowing A Civil Group, LLC. to provide you with the above cost estimate. Please note that the above estimate does not include any surveying of the subject area. Feel free to contact us with any questions or concerns.

Sincerely,

Patrick M. Devaney MS, EI

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of February, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and A Civil Group (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

A CIVIL GROUP

By Jay GEBHART

Title CHIEF OPERATING MEMBER

Dated: 1/16/08

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/14/08

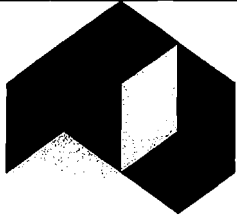
ATTEST:

[Signature]
County Clerk

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No Encumbrance required 2/14/08
Auditor cg) Date



A CIVIL GROUP

CIVIL ENGINEERING • PLANNING • SURVEYING

SUMMARY OF CHARGES

April 1, 2007

ENGINEERING	\$85.00-100.00/HOUR
SURVEYING	\$90.00-105.00/HOUR
DESIGN TECHNICIAN	\$75.00-85.00/HOUR
DESIGNER	\$85.00/HOUR
2 MAN FIELD CREW	\$105.00/HOUR
3 MAN FIELD CREW	\$125.00/HOUR
RESEARCH	\$65.00-100.00/HOUR
DELIVERIES	\$50.00/HOUR
OUTSIDE COPIES	ACTUAL EXPENSE

OFFICE COPIES

LARGE COPIES	\$3.00/EACH
REGULAR COPIES	\$0.50/EACH

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of February, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Barr Engineering Company (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

BARR ENGINEERING COMPANY

By Alan J. Fandry

Title V.P.

Dated: 1/2/2008

BOONE COUNTY, MISSOURI

By [Signature]

Presiding Commissioner

Dated: 2/14/08

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No Encumbrance Required 2/4/08
Auditor [Signature] Date



Fee Schedule—2008

Rev. 01/01/08

Description	Rate ⁴ (dollars)
Principal Engineer/Scientist	\$90-200
Senior Consultants ¹	\$90-190
Senior Engineer/Scientist ¹	\$80-120
Engineer/Scientist ¹	\$55-90
Computer Specialist	\$55-120
Senior Technician ²	\$60-110
Technician ²	\$40-75
Communication Specialist	\$70-120
Support Service/Technical Manager	\$80-155
Support Personnel ³	\$35-95

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, long-distance telephone charges, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

¹ Includes engineers, ecologists, biologists, chemists, hydrogeologists, geologists, industrial hygienists, soil scientists, meteorologists, environmental scientists, information technology specialists, and landscape architects.

² Includes surveyors, drafters, CADD operators, designers, cost estimators, construction observers, water, air and waste samplers, safety technicians, interns, and data management technicians.

³ Includes word processing, report production, project accounting, information specialist, and other project support personnel.

⁴ Rates do not include sales tax on services that may be required in some states.



Copy Production Rate Schedule—2008

Companywide
Rev. 01/01/08
Sheet 1 of 1

Description	Rate (dollars)
Reproduction	
Photocopies (8½ x 11, 8½ x 14, 11 x 17)	0.07
Color Copies (8½ x 11, 8½ x 14, 11 x 17)	0.75
Large Format Copies (22 x 34, 24 x 36, etc.)	1.00
Printing/Plotting	
Color Prints (8½ x 11, 8½ x 14, 11 x 17)	0.75
Color Plots (large format – 22 x 34, 24 x 36, etc.)	
Bond	2.00/sq. ft.
Photo Grade	4.00/sq. ft.
Other	
Fax	0.75
Binding (dependent on size)	2.25-12.00



Rental Equipment Rate Schedule—2008
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/08
 Sheet 1 of 5

Description	Daily Rate (dollars)
--------------------	---------------------------------------

Non-Expendable Equipment

Air Quality

Air-Cooled M5 Probe/Oven Assembly.....	300.00
Ambient SO ₂ Monitor.....	100.00
Analyzer Filter Oven.....	11.00
Analyzer Support Kit (a.).....	400.00
Anemometer.....	50.50
CO Analyzer.....	168.00
CO Cal Gases (set of 2).....	33.50
CO/O ₂ /CO ₂ Regulators (set of 2).....	17.00
Data Logger.....	33.50
Dilution Calibrator.....	200.00
Dual Pen Strip Chart.....	45.00
EPA 25 Tank/Trap Set.....	11.75
EPA 6 SO ₂ Analysis Kit.....	56.00
EPA Method 25 (TGNMO) Sampling Train.....	252.00
EPA Method 3 ORSAT Analyzer.....	22.50
EPA Method 5 Sampling Train.....	364.00
EPA Method 5 Wet Test Meter Calibrator.....	224.00
Filter Balance (per filter).....	5.50
Gas Conditioner.....	56.00
Heated Sample Line (100').....	84.00
Heated Sample Line (150').....	100.00
Heated Sample Line (50').....	56.00
High Flow Pumps (each).....	38.00
Hivol Ambient Sampler Calibration Kit.....	22.50
Hydrocarbon Calibration Gases.....	56.00
Hydrocarbon Regulator Set.....	28.00
Low Flow Pumps (each).....	28.00
Met Station Calibration Kit.....	116.50
Midget Impinger Sample Line.....	60.00
Midget Impinger Sampling Train.....	11.00
NCASI Sample Train.....	35.00
NO _x Analyzer.....	224.00
NO _x Cal Gases (set of 2).....	33.50
NO _x /SO ₂ Regulators (set of 2).....	22.50
O ₂ /CO ₂ Analyzer.....	168.00
O ₂ /CO ₂ Cal Gases (set of 2).....	33.50
Portable Oxygen Analyzer.....	28.00
Single Pen Strip Chart Recorder.....	33.50
SO ₂ Analyzer.....	280.00
SO ₂ Calibration Gas.....	33.50
Total Hydrocarbon Analyzer.....	353.00
TRS Kit.....	100.00
TSP Hi-Vol Sampler.....	28.00
Universal Control Console (Vost Meter).....	173.50
Volumetric Air Flow Measurement Kit.....	61.00

Field Equipment

1½-inch Submersible Purge Pump.....	35.00
Alpha Water Bottle (each usage).....	3.00
Area/Velocity Flow Meter.....	12.00
Automatic Sampler with Depth Sensor and Flow Meter.....	18.00
Automatic Sampler.....	9.00
Conductivity Meter.....	17.50



Rental Equipment Rate Schedule—2008
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/08
 Sheet 2 of 5

Description	Daily Rate (dollars)
Current Meter Suspension Kit	55.00
Data Logger - Hermit	61.00
Data Transfer System	22.00
Depth Sensor/Flow Meter Only	10.00
Dissolved Oxygen Meter	29.00
Dissolved Oxygen/Conductivity Meter	38.25
Dissolved Oxygen Sensor/Data Logger System	30.00
Ekman Dredge	6.00
Electric Vacuum Pump	4.75
Environmental Equipment Shelter	2.75
Field Rugged Laptop/Pocket PC	25.00
GA-90 or GEM 2000 Landfill Gas Analyzer	87.00
Gas Centrifugal Pump	26.75
Gas Generator	29.00
Gator Diesel Air Compressor	60.00
Groundwater Hand Pump	14.50
Hand Vacuum Pump	2.30
Hand-held Velocity Flow Meter	40.50
Hazmat Drum Kit	19.75
Heavy-Duty Weed/Brush Trimmer	17.00
Immunoassay Field Photometer	61.50
Kemmerer Vertical Bottle Sampler	33.50
Magnetometer	116.00
Measurement and Control Datalogger	13.00
Oil, Water Interphase Probe	87.00
Peristaltic Pump	41.75
Petite Ponar Dredge	14.50
pH Meter	27.75
Portable Colorimeter	34.75
Portable Doppler Ultrasonic Flow Meter	69.00
Portable Field Scale	15.00
Pressure Transducer	40.50
Sediment Corer (each usage)	5.75
Seisgun	60.00
Soil Core Sampler/ Bucket Auger	29.00
Soil Gas Recovery System	191.00
Soil Vapor Extraction System with Trailer	133.33
Sontek ADV (Accoustic Doppler Velocimeter)	128.00
Split Tube Soil Probe/Hand Auger	8.75
Stainless Steel Bailer (each usage)	18.50
Submersible Pump	60.00
Temperature Datalogger	1.50
Tent	15.00
Turbidimeter	14.00
Underwater Viewing System	60.00
Vibra-coring System	400.00
Water Level/Temperature Probe/Datalogger (MiniTroll or Level Troll)	62.00
Water Quality Meter (YSI 556 MPS)	85.00
Well Level Indicator	22.00
Zooplankton Net	7.00
Zooplankton	145.00
Materials and Testing	
Brass Sieve Set	6.00
Chlorophyll a	60.00
Coarse Sieve Set	10.00
Concrete Air Meter	36.00



Rental Equipment Rate Schedule—2008
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/08
 Sheet 3 of 5

Description	Daily Rate (dollars)
Concrete Test Hammer	40.50
DL Plus Ultrasonic Kit (37DL, 36DL, 26XTDL)	62.00
Dual-Mass Dynamic Cone Penetrometer	50.00
Dye Penetrant Kit	22.00
Flat Plate Dilatometer	500.00
Hand Vane Shear	98.50
Heavy-Duty Balance	16.00
Horizontal Sample Ejector	25.50
Kessler Field Moisture Oven	45.00
Laboratory Services	2.50
Liquid Limit Set	7.50
Magnetic Crawler	48.00
Magnetic Particle Kit	38.00
Metal Thickness Gauge	107.00
Paint Thickness Gauge	15.00
Phytoplankton	145.00
Platform Beam Scale	14.75
Pneumatic Pressure Indicator	71.50
Power Auger	43.00
Proctor Set	4.50
Resistivity Meter	60.00
Sample Splitter	5.00
Sand Cone Set	10.00
SINCO Inclinometer Probe	200.00
Soluble Reactive Phosphorus	28.00
Torvane Shear Device	2.50
Total Dissolved Phosphorus	30.00
Total Nitrogen (TN)	40.00
Total Phosphorus (TP)	23.00
Vibrating Wire Logger VW2104	24.00
Weld Inspection Equipment	12.00
Safety	
5-Minute Escape Pack (ELSA)	6.00
Aerosol/Dust Monitor (PDR-1000)	67.75
Calibration Gas Kit	8.75
CO Monitor (ISC T82)	36.00
Combustible Gas Indicator – O ₂ , LEL (ISC M40)	45.00
Combustible Gas Indicator – O ₂ , LEL, H ₂ S and/or CO (ISC M40)	48.75
Confined Space Rescue Retrieval Equipment	295.00
Confined Space Ventilator	54.75
Detector Tube Pump	15.00
Drager Chip Measurement System	75.00
Dry Cell Air Flow Calibrator	50.00
Flame Ionization Detector (TVA-1000)	133.00
Flotation Worksuit	19.75
Full-Face Respirator	8.00
H ₂ S Meter (I.S.C. T40)	27.00
Half-Face Respirator	6.00
Photoionization Detector 11.8eV Lamp Conversion Kit	20.00
Photoionization Detector (OVM or MiniRAE 10.6eV)	110.00
Radiation Monitor	9.25
Self-Contained Breathing Apparatus (SCBA)	63.75
Self-Retracting Lifeline (30')	56.00
Sound Level Meter	48.75
Supplied Air Breathing System with SCBA	75.50



Rental Equipment Rate Schedule—2008
 (Alphabetized)
 (see general and end notes)

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 Sheet 4 of 5

Description	Daily Rate (dollars)
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Survey

16' Jon Boat & Trailer	52.00
20 HP Outboard Motor	46.50
Canoe.....	21.75
Chain Saw.....	23.00
Communication Radios (set).....	17.75
Differential GPS System.....	90.00
Hand Ice Auger	7.00
Hand-Held GPS/Digital Camera.....	22.00
Iron Locator	17.50
Laser Range Finder.....	87.00
LCD Depth Locator.....	11.50
Pontoon Boat Coring Platform.....	100.00
Power Ice Auger.....	30.00
Robotic Total Station (per hour, 4-hour minimum)	45.00
RTK GPS Survey System (per hour, 4-hour minimum).....	55.00
Spectra Laser Level	25.00
Survey Notebook Computer.....	28.75
Survey Set (Level, Tripod and Rod).....	20.75
Total Station Survey Set - Complete.....	116.50
Total Station Survey Set.....	65.00
Trolling Motor and Battery	48.00
Utility Locator.....	41.00

Vehicles and Trailers

4WD All-Terrain Vehicle	89.50
Air Sampling Trailer.....	38.00
Heavy Trailer Mileage (in addition to vehicle mileage at IRS rate).....	0.25
Utility Trailer	35.00
Vehicle - 2WD Field.....	45.00
Vehicle - 4WD Field.....	60.00
Vehicle - Personal (c)	45.00
Vehicle - Cube Truck.....	75.00
Vehicle - Utility (b.)	35.00
Vehicle Mileage (company and personal)	IRS Rate

Communications and Imaging

Cellular Telephones, Including Air Time (day)	3.00
Digital Camera Kit	12.00
Video Camera (day)	20.00

Expendable Field Supplies

3/8-Inch I.D. PVC Tubing (per foot).....	0.35
3/8-Inch I.D. Silicone Pump Tubing (per foot)	6.15
4-mil Quart Reclosable Bag (pack of 50)	4.50
500 ml Disposable Filtration Apparatus (each)	13.00
Acid Suit (each).....	70.00
Boot Covers (pair)	4.05
Colorimetric Water Analysis Kit (each test)	1.90
Compressed Air (each 100 cf).....	16.00
Compressed Air (each 45 cf).....	2.50
Detector Tubes (each).....	7.00
Distilled Water (each 2.5 gal.)	3.75
Dot Glove (pair)	1.50
Encore Sampler - 25 Gram	10.00
Fabric Soil Sample Bag (each).....	3.75



Rental Equipment Rate Schedule—2008
 (Alphabetized)
 (see general and end notes)

Rev. 01/01/08
 Sheet 5 of 5

Description	Daily Rate (dollars)
Field Book/Construction Diary.....	18.00
Five Gallon Pail with Lid.....	8.00
Ice (per bag).....	1.50
In-Line Groundwater Filter (each).....	16.00
Lath, 4' (bundle).....	19.25
Lock (each).....	13.75
Neoprene Gloves (pair).....	3.75
Nitrile Gloves (pair).....	2.35
Paint Can, 1-Gallon Empty (each).....	1.25
Paper Towels (per roll).....	1.25
Poly-Coated Tyvek Coverall (each).....	7.75
Respirator Cartridges (each).....	17.00
Saranex Tyvek Coverall (each).....	19.00
Spray Paint (each).....	4.25
Staff Gauge (each).....	42.00
Stakes (bundle).....	16.00
Surgical Gloves (pair).....	0.30
Tyvek/Kleenguard Coverall (each).....	6.75
Viton Gloves (pair).....	50.00
Weighted Disposable Bailer (each).....	4.75
Winter Glove Liner (pair).....	3.00
Winter Gloves (pair).....	8.65

General Notes: - Applicable to all Equipment Listed on this Schedule

- 1.) Minimum rental period is 0.5 days.
- 2.) Rental charges begin on the first day the equipment is used on a project.
- 3.) Rental charges end on the last day the equipment is used on a project.
- 4.) A 25 percent weekly rate discount will apply to equipment rental for 5 or more days
- 5.) A 40 percent monthly discount will apply to equipment rental for 20 or more days.
- 6.) Equivalent equipment/models may be substituted for the items listed.

End Notes - Applicable to Only the Equipment Noted

- a.) Analyzer Support Kit includes the following: Airflow Kit, Total Hydrocarbon Analyzer, NOX Analyzer, CO Analyzer, O2 Meter, SO2 Analyzer, CO2/O2 Analyzer, Heated Sample Line (50'), Heated Sample Line (100'), Gas Conditioner, Heated Filter Box, Single Pen Recorder, Dual Pen Strip Chart, Data Logger, C3/C4 Cal Gases (set), NOX/SO2 Cal Gases (set), CO Cal Gases (set), CO2/O2 Cal Gas (set of 2), SO2 Cal Gas (set of 2), C3 Regulator Set, NOX/SO2 Regulators (set of 2), and CO/CO2/O2 Regulators (set of 2)
- b.) Vehicles older than 1997
- c.) Employee personal vehicles subjected to field, off-site, transport or other severe duty.

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of February, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CM Engineering (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CM ENGINEERING

By *[Signature]*

Title *Principal*

Dated: *12/20/2007*

BOONE COUNTY, MISSOURI

By *[Signature]*

Presiding Commissioner

Dated: *2/14/08*

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

[Signature]
County Clerk

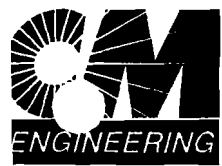
APPROVED:

[Signature]
Director, Boone County Public Works

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No Encumbrance Required 2/4/08
Auditor *by cg* Date



2008 HOURLY FEES

Principal Engineer	\$125.00/hour
Engineer	\$85.00/hour
Designer	\$65.00/hour
Drafter	\$55.00/hour
Clerical/Administrative	\$40.00/hour

Reimbursable Expenses are Billed at Cost plus 10%

GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of February, 2008, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Poepping, Stone, Bach & Associates, Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

1.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide reasons why the Consultant cannot provide or respond to the request for optional services.

1.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

1.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

1.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Public Works, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

2. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Public Works Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days

of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

3. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along any any information necessitated by changes in work or services initiated by the Owner which may effect services rendered thereunder.

4. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

5. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverages no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance exhibiting the coverage as specified above within thirty (30) days of execution of this agreement

and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

6. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

7. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

8. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

9. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Public Works Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

10. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

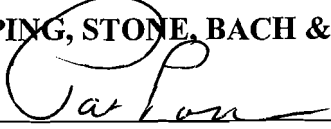
11. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

12. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

13. **Duration of Agreement** - This agreement shall be in effect for the calendar year for which it is made and may be terminated in accordance with the terms and conditions set forth in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

POEPPING, STONE, BACH & ASSOCIATES, INC. BOONE COUNTY, MISSOURI

By 

By 

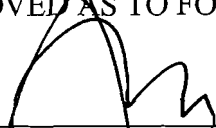
Presiding Commissioner

Title _____

Dated: _____

Dated: 2/14/08

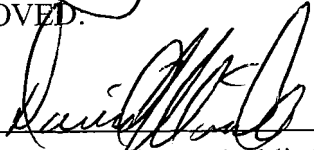
APPROVED AS TO FORM:


County Attorney

ATTEST:


County Clerk

APPROVED:


Director, Boone County Public Works

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
No Encumbrance Required 2/14/08
Auditor long cg Date



LEPPING, STONE, BACH & ASSOCIATES, INC.

ARCHITECTS • ENGINEERS • GIS • PLANNERS • SURVEYORS

PROFESSIONAL FEE SCHEDULE

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
14. ADMINISTRATIVE	\$49.00
13E/13A. ENGINEERING/ARCHITECTURAL AID	\$66.00
12E/12A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN I	\$89.00
11E/11A. ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN II	\$99.00
10E/10A. SENIOR ENGINEERING/ARCHITECTURAL/GIS TECHNICIAN/S.I.T.	\$110.00
9. SUPERVISING TECHNICIAN	\$119.00
8. LAND SURVEYOR	\$123.00
7E/7A. ENGINEER/ARCHITECT/GIS SPECIALIST I	\$119.00
6E/6A. ENGINEER/ARCHITECT/GIS SPECIALIST II	\$134.00
5E/5A. ENGINEER/ARCHITECT/GIS SPECIALIST III	\$139.00
4E/4A. ASSOCIATE ENGINEER/ASSOCIATE ARCHITECT	\$145.00
3E/3A. PROJECT ENGINEER/PROJECT ARCHITECT	\$156.00
2. PROJECT MANAGER	\$159.00
1. PRINCIPAL OF FIRM	\$179.00

OUT-OF-POCKET EXPENSES

PHONE CALLS, MEALS AND LODGING	COST
BLUEPRINTS, AERIAL PHOTOS, PHOTOCOPIES	COST + 15%
MILEAGE	\$0.485 PER MILE

FIELD PARTY EXTRAS

STAKES, IRON PINS, CONCRETE MONUMENTS, ETC	COST + 15%
--	------------

SPECIAL ITEMS

COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS/EACH	\$24.00
COMPUTER TIME/HOUR	\$15.00
COURT TESTIMONY BY LICENSED PROFESSIONALS	\$1900 PER DAY
SPECIAL CONSULTANTS	COST + 15%
COMPUTERIZED RENDERING AND ANIMATION	\$98/HOUR

THESE RATES EFFECTIVE UNTIL DECEMBER 31, 2008

<input type="checkbox"/> 100 SOUTH 54TH STREET	P.O. BOX 709	• QUINCY, IL 62306	• PHONE 217/223-4605	• FAX 217/223-1546
<input type="checkbox"/> 3523 MAIN STREET	P.O. BOX 817	• KEOKUK, IA 52632	• PHONE 319/524-8730	• FAX 319/524-7720
<input type="checkbox"/> U.S. FEDERAL BUILDING	SUITE 224			
801 BROADWAY	P.O. BOX 190	• HANNIBAL, MO 63401	• PHONE 573/406-0541	• FAX 573/406-0390
www.psba.com • e-mail: psba@psba.com				

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned Term. 20 08

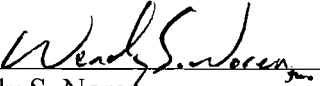
In the County Commission of said county, on the 14th day of February 20 08


the following, among other proceedings, were had, viz:

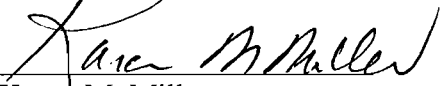
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C108024003 with Putnam Chevrolet of California, Missouri for Light Duty Trucks and Sport Utility Vehicles, and approves the request to dispose by auction one (1) 2003 GMC Sierra ½ ton pickup truck, fixed asset tag #14029. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

**PURCHASE AGREEMENT
FOR
2008 LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES**

THIS AGREEMENT dated the 14th day of February 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Putnam Chevrolet** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **2008 Light Duty Trucks and Sport Utility Vehicles** in compliance with all bid specifications and any addendum issued for the State of Missouri Contract number **C108024003** and the additional equipment pricing detailed on the memo dated January 25, 2008. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the State of Missouri Contract number C108024003 shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following:

- **2008 Chevrolet Silverado 1500**
- Line Item 124 – truck, ½ ton, 4x4, extended cab \$18,439.00
- Line Item 127: Engine: 5.3 Liter V-8 \$572.00
- Line Item 129: 3.73 Rear Axle Ratio \$82.00
- Line Item 130 – Speed Control and Tilt Wheel \$202.00
- Line Item 131 – Power Windows and Door Locks \$849.00
- Line Item 136 – Towing Package: Manufacturers Standard
- Class III frame hitch and 4 pin wiring harness for 7 pin \$375.00
- Delivery Charge to Columbia, Missouri \$100.00
- Four extra keys @ \$35.00 each \$140.00
- Front Rubber, Liquid Holding Floor mats \$35.00
- Rear Floor Mats \$25.00
- Color: Summit White No Charge
- For a total cost of \$20,819.00

3. **Delivery** - Vendor agrees to deliver equipment as set forth in the bid documents and within 60 - 90 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Planning and Building Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - 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.

6. **Termination** - 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. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

PUTNAM CHEVROLET

by DRLL
title Commercial Sales Manager

BOONE COUNTY, MISSOURI

by: Boone County Commission
Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

In accordance with RSMo 55.660, 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.)

<u>Jan E. Pitchford</u> Signature	<u>1/29/08</u> Date	<u>1720/92400 - \$20,819.00</u> Appropriation Account
--------------------------------------	------------------------	--



Putnam

CHEVROLET PONTIAC - CALIFORNIA

500 W Buchanan California, MO 65018 (573)796-2131 (800)778-8626 Fax# (573)796-4206

Kenneth,

Below are the prices listed for the additional equipment for the trucks, you had requested. Listed with the price of the part and the labor for installation, are as follows:

	<u>Part</u>	<u>Installation</u>
Rubber, liquid holding Floor Mats - FRONT	\$35.00	\$0.00
BACK	\$ 25.00	
Black molded splash guards	\$40.00 / pair	\$16.00 / pair
Rubber Bed Mat	\$75.00	\$7.60
Bedliner	\$199.00	\$16.00
Additional Key	35.00 ea.	

Please give me a call if you have any questions in regard to the above information.

Thank you,

DDL

Derek VanLoo
Commercial Sales Manager
Putnam Chevrolet



AN AMERICAN REVOLUTION



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

January 18, 2008

CONTRACT TITLE: FLEET VEHICLES: MODEL YEAR 2008 LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES

CURRENT CONTRACT PERIOD: DECEMBER 14, 2007 THROUGH END OF 2008 MODEL YEAR

BUYER INFORMATION: Cale Turner
(573) 526-2716
cale.turner@oa.mo.gov

RENEWAL INFORMATION	NO RENEWAL OPTIONS AVAILABLE
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ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.
Local Purchase Authority shall not be used to purchase supplies/services included
in this contract unless specifically allowed by the contract terms.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C108024001	4309186700 0	Joe Machens Ford 1911 West Worley Columbia, Missouri 65203 Contact: Stephen Veltrop Jr. (573) 445-4411 ext. 275 (573) 445-3615 (Fax) sveltropjr@machens.com	No	Yes
C108024002	4308349940 0	Dave Sinclair Ford, Inc. 7466 S. Lindbergh St. Louis, Missouri 63125 Contact: Les Williams (314) 892-2600 (314) 892-1922 (Fax) lwilliams@davesinclair.com	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C108024003	4405274600 0	Putnam Chevrolet 500 West Buchanan California, Missouri 65018 Contact: Derek VanLoo (573) 796-2131 (573) 796-4206 (Fax) dvanloo@embarqmail.com	No	Yes
C108024004	4313370020 1	Don Brown Chevrolet 2244 S. Kingshighway St. Louis, Missouri 63110 Contact: David Helterbrand (314) 772-1400 (314) 772-1022 (Fax) dave@donbrownchevrolet.com	No	Yes
C108024005	4315967400 0	Mike Kehoe Ford 807 Southwest Blvd. Jefferson City, Missouri 65109 Contact: Mike Rogers (573) 634-4444 (573) 636-6292 (Fax) mikerogers@mikekehoe.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
12/14/07 Through End of Model Year 2008	01/18/08	Added order cut-off date for Chevrolet Trucks and SUV's.
12/14/07 Through End of Model Year 2008	01/07/08	Initial issuance of new statewide contract

LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)

GENERAL INFORMATION

SAM 2 User Note: The state agency user will note that not all line item numbers on this notice and on SAM 2 are consecutively numbered. This is because the numbering herein follows the numbering from the RFP, which will also be the numbering the contractor will use for invoicing. For reasons of consistency between the bid document and the contract, the line items herein follow the bid even though they are not consecutive. SAM 2 line item numbering should match numbering on this statewide notice.

Vehicle specifications and prices, including options, are included herein.

WARRANTY

The Standard Factory Warranty shall apply to all vehicles. A properly executed warranty must be delivered with the vehicle. The warranty shall not become effective until the unit is placed in service.

The warranty shall commence upon delivery and acceptance of the equipment/ supplies by the State of Missouri.

ORDERING

Note to State Agencies: Prior to making a vehicle purchase, the state agency must complete a vehicle pre approval form and submit to Cindy Dixon, State Fleet Manager. The pre-approval form can be found at the following website address:

<http://www.oa.mo.gov/gsfm/vehiclepreapproved.htm>

Once the state agency receives approval from the State Fleet Manager, the agency shall issue its own PGQ (Quick Price Agreement) order. The contractor must not ship until they are in receipt of a hard copy PGQ order.

The commodity service code to use for alternative fuel vehicles in SAM 2 will be 07007.

The commodity service code to use for all regular fuel vehicles in SAM 2 will be 07048.

DELIVERY

Must be made between the hours of 8:00 AM and 12:00 Noon or 1:00 PM and 4:00 PM, Monday through Friday, holidays excepted. The contractor should contact the state agency at least 24 hours prior to making delivery. This will allow the state agency to make arrangements for personnel to accept delivery.

Each vehicle shall be delivered with the proper form to apply for Missouri title and license including the Manufacturer's Statement of Origin, invoice and the owner's manual.

ORDER CUT-OFFS:

Orders must be placed with the contractor(s) on or before date listed below for each vehicle. If a vehicle is not listed, the order cut-off date has not been established at this time.

Chevrolet Colorado Trucks – April 4, 2008
Chevrolet Silverado 1500 Trucks – April 4, 2008
Chevrolet Equinox – April 4, 2008
Chevrolet Trailblazer – April 4, 2008

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024001

Contractor: Joe Machens Ford

**Line Item 001 – 2008 Compact Truck, 4x2, Regular Cab
Commodity Service Code: 07048**

MAKE/MODEL: 2008 Ford Ranger XL, 4x2, Regular Cab

PRICE: \$ 10,454.00

~~Vehicle Requires Approval From Manufacturer~~

EQUIPMENT INCLUDED IN PRICE:

3.0 Liter, 6 cylinder engine	Four-wheel anti-lock Brakes (ABS)
112 inch wheelbase	Power Rack and Pinion Steering
Five speed automatic transmission	P225/70R15 All Season Tires with Mini-Spare
3.73 rear axle ratio	Vinyl Split Bench Seat
Vinyl Floor Coverings	Short Bed
Manual Black Side Mirrors	Manufacturers Standard Air Conditioning and Heater
Dual Frontal Air Bags	Painted Rear Step Type Bumper
Manufacturers Standard AM/FM Radio	

Available Exterior Colors: Dark Shadow Grey, Torch Red, Pueblo Gold, Vista Blue, Black, and Oxford White

Available Interior Colors: Medium Pebble Tan, Medium Dark Flint

EPA Fuel Mileage Per Gallon: City – 18.25
 Highway – 27.62
 Unadjusted Combined – 21.54

AVAILABLE OPTIONS:

Line Item 003: Axle, Rear: Limited Slip	<u>\$ 310.00</u>
Line Item 004: Automatic Speed Control and Tilt Wheel	<u>\$ 315.00</u>
Line Item 008: Cloth 60/40 Split-bench Front Seat	<u>\$ 176.00</u>
Line Item 009: Power Windows and Power Door Locks Includes Upgrade to XLT – Cloth Seat and Carpet Flooring Included	<u>\$ 1,050.00</u>
Line Item 010: Manual Transmission Not Available with Line Item 012	<u>\$ 800.00 (Deduction)</u>
Line Item 012: Engine: Larger Size V-6 4.0 Liter – Includes Line Item 014	<u>\$ 1,800.00</u>
Line Item 013: Engine: Smaller Size 4 Cylinder 2.3 Liter – Not Available with Line Items 003 and 015	<u>\$ 340.00 (Deduction)</u>
Line Item 014: Long Bed – Seven Foot 118 Inches Wheelbase	<u>\$ 1,150.00</u>
Line Item 015: Towing Package: Manufacturer's standard Class III frame hitch – Not Available with Line Item 013	<u>\$ 265.00</u>

DELIVERY: 60 – 90 Days ARO – Subject to Delays

WARRANTY: Joe Machens Ford offers Ford's Standard Warranty which covers 3-years (36,000 miles) bumper to bumper but it is limited. A 5-year (60,000 miles) limited warranty on the power train is offered as well. The warranty will expire when whichever occurs first the years or the mileage. The warranty will cover the manufacture's standard components only.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024002

Contractor: Dave Sinclair Ford, Inc.

**Line Item 016 – Compact Truck, 4x2, Extended Cab
Commodity Service Code: 07048**

MAKE/MODEL: Ford Ranger Supercab 4x2

PRICE: \$ 11,996.00

Vehicle Requires Approval From the State Fleet Manager

EQUIPMENT INCLUDED IN PRICE:

3.0 Liter, V-6 Engine	3.73 Rear Axle Ratio
126 inch Wheelbase	4-Wheel Anti-Lock Brakes
5-Speed Automatic Transmission	Power Rack and Pinion Steering
P225/70R15 BSW Tires with Compact Spare	60/40 Vinyl Bench Seat
Black Vinyl Floor Coverings	Securlock Anti-Theft Ignition
Manufacturer's Standard AM/FM Radio	Short Bed
Extended Cab	Manufacturers Standard Air Conditioning and Heater
Dual Frontal Air Bags	Painted Rear Step Type Bumper
Dual, exterior below-eye-line type, hinged mirrors	Tire Pressure Monitoring System

Available Exterior Colors: Dark Shadow Grey, Torch Red, Vista Blue, Black, Silver and Oxford White

Available Interior Colors: Medium Pebble Tan, Medium Dark Flint

EPA Fuel Mileage Per Gallon: City – 18.25
 Highway – 27.62
 Unadjusted Combined – 21.54

AVAILABLE OPTIONS:

Line Item 018: Axle, Rear: Limited Slip	<u>\$ 240.00</u>
Line Item 019: Automatic Speed Control and Tilt Wheel	<u>\$ 308.00</u>
Line Item 022: Daytime Running Lamps	<u>\$ 36.00</u>
Line Item 023: Rear Jump Seats	<u>\$ 180.00</u>
Line Item 025: Transmission: Manual	<u>\$ 800.00 (Deduction)</u>
Line Item 029: Engine: Large Size V-6, 4.0 Liter	<u>\$ 980.00</u>
Line Item 030: Engine: Smaller Size 4 cylinder, 2.3 Liter	<u>\$ 340.00 (Deduction)</u>
Line Item 031: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness – Includes Full Size Spare	<u>\$ 260.00</u>

DELIVERY: 90 – 120 Days ARO

WARRANTY: Dave Sinclair Ford, Inc. offers 3-years (36,000 miles) bumper to bumper and a 5-year (60,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. The bumper to bumper warranty shall cover all components except normal wear items and the power train warranty will only cover the engine, transmission and final drive. Alignments are covered under the warranty up to 12,000 miles. All normal servicing wear items unless damaged by a covered failure are not covered by the warranty.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

**Line Item 032 – Compact Truck, 4x4, Standard Cab
Commodity Service Code: 07048**

MAKE/MODEL: Chevrolet Colorado

PRICE: \$ 14,434.00

Vehicle Requires Approval From the State Fleet Manager

EQUIPMENT INCLUDED IN PRICE:

3.7 Liter, 5 cylinders Engine	111.3 inch Wheelbase
4 Speed Automatic Transmission	3.73 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Tilt Wheel
Power Steering	P235/75R15 All Season Tires with Spare
60/40 Vinyl Bench Seat	Rubber/Vinyl Floor Coverings
Short Bed	Standard Cab
Manufacturers Standard Air Conditioning and Heater	Dual Frontal Air Bags
Painted Rear Step Type Bumper	Manufacturers Standard AM/FM Radio
Dual, exterior below-eye-line type, hinged mirrors	Automatic Speed Control
Daytime Running Lamps	

Available Exterior Colors: Imperial Blue Metallic, Black, Summit White, Silver Birch, Metallic Victory Red

Available Interior Colors: Medium Pewter

EPA Fuel Mileage Per Gallon: City – 18.2
 Highway – 28.8
 Unadjusted Combined – 21.81

AVAILABLE OPTIONS:

Line Item 034: Axle, Rear: Limited Slip	<u>\$ 240.00</u>
Line Item 037: Side-Impact Air Bags	<u>\$ 325.00</u>
Line Item 039: Cloth 60/40 Split-Bench Front Seat	<u>\$ No Charge</u>
Line Item 040: Power Windows and Power Door Locks Includes Upgrade to 1LT package	<u>\$ 1,453.00</u>
Line Item 041: Manual Transmission Available Only with Line Item 045	<u>\$ 870.00 (Deduction)</u>
Line Item 042: Fog Lights	<u>\$ 385.00</u>
Line Item 045: Engine: Smaller Size 4 cylinder, 2.9 Liter	<u>\$ 765.00 (Deduction)</u>
Line Item 046: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 220.00</u>
Line Item 047: Off Road Tires P205/75R15 Cooper Discover ATR 4-ply	<u>\$ 345.00</u>

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET COLORADO IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024004

Contractor: Don Brown Chevrolet

**Line Item 048 – Compact Truck, 4x4, Extended Cab
Commodity Service Code: 07048**

MAKE/MODEL: Chevrolet Colorado Extended Cab 4x4

PRICE: \$ 16,245.00

~~Vehicle Requires Approval From The State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

3.7 Liter, DOHC, 5 Cylinder, MFI Engine	126 inch Wheelbase
4 Speed Automatic with Overdrive Transmission	60/40 Vinyl Split Bench
3.73 Rear Axle Ratio	4 Wheel Anti-Lock Brakes
Power, Rack and Pinion	P205/75R15 All Season Tires With Spare
Driver and Passenger Side Forward Facing Flat Folding Rear Seat	Daytime Running Lamps
Carpet Floor Coverings	Short Bed
Extended Cab	Manufacturers Standard Air Conditioning and Heater
Dual Frontal Air Bags	Painted Rear Step Type Bumper
Manufacturers Standard AM/FM Radio	Dual, Exterior Below-Eye-Line Type
Automatic Speed Control	Tilt Wheel

Available Exterior Colors: Imperial Blue Metallic, Black, Summit White, Silver Birch, Metallic Victory Red

Available Interior Colors: Medium Pewter

EPA Fuel Mileage Per Gallon: City – 18.2
 Highway – 28.8
 Unadjusted Combined – 21.81

AVAILABLE OPTIONS:

Line Item 050: Axle, Rear: Limited Slip	<u>\$ 286.00</u>
Line Item 053: Side-Impact Air Bags	<u>\$ 385.00</u>
Line Item 055: Cloth Front and Rear Bench Seat	<u>\$ No Charge</u>
Line Item 056: Power Windows and Power Door Locks Includes Fog Lights	<u>\$ 1,553.00</u>
Line Item 057: Transmission: Manual Available Only with Line Item 062	<u>\$ 876.00 (Deduction)</u>
Line Item 059: Crew Cab Includes power windows and door locks 126 Inch Wheelbase	<u>\$ 1,553.00</u>
Line Item 062: Engine: 2.9 Liter 4 cylinder	<u>\$ 800.00 (Deduction)</u>
Line Item 063: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 216.00</u>

DELIVERY: Approximately 20 Days ARO

WARRANTY: Don Brown Chevrolet offers a 3-year (36,000 miles) bumper to bumper, and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of maintenance and wear items, everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET COLORADO IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 081 – Truck, 1/2 Ton, 4 x 2, Regular Cab

Commodity Service Code: 07048

MAKE/MODEL: Chevrolet Silverado 1500

PRICE: \$ 14,409.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

4.3 Liter V-6 Engine	133 Inch Wheelbase
4 Speed Automatic Transmission	3.23 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Power Steering
P245/70R17 All Season Tires with Spare	40/20/40 Cloth Bench Seat
Rubber/Vinyl Floor Coverings	8 Foot Wide Type Bed
Standard Cab	Manufacturers Standard Heating and Air Conditioning
Dual Frontal Air Bags	Painted Rear Step Type Bumper
Manufacturers Standard AM/FM Radio	Dual, exterior below-eye-line Type, Hinged Mirrors
Daytime Running Lamps	

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Dark Blue Metallic, Black, Blue Granite Metallic, Summit White, Silver Birch

Available Interior Colors: Dark Titanium

EPA Fuel Mileage Per Gallon: City – 18.68
 Highway – 27.81
 Unadjusted Combined – 21.92

AVAILABLE OPTIONS:

Line Item 083: Axle, Rear: Limited Slip	\$ 265.00
Line Item 085: Engine: 4.8 Liter V-8	\$ 766.00
Line Item 086: Speed Control and Tilt Wheel	\$ 202.00
Line Item 088: Power Windows and Door Locks	\$ 786.00
Line Item 089: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	\$ 305.00
Line Item 093: 6 ½ Foot Wide Type Bed 205.6 Inch Overall Truck Length 119 Inch Wheelbase	\$ 290.00 (Deduction)

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET SILVERADO 1500 IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024002

Contractor: Dave Sinclair Ford, Inc.

**Line Item 094 – Truck, 1/2 Ton, 4 x 2, Extended Cab
Commodity Service Code: 07048**

MAKE/MODEL: Ford F-150 Super Cab 4x2

PRICE: \$ 15,585.00

**Requires Vehicle Water Request
Vehicle Requires Approval From the State Fleet Manager**

EQUIPMENT INCLUDED IN PRICE:

4.6 Liter V-8 Engine	145 Inch Wheelbase
4 Speed Automatic Transmission	3.23 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Power, Rack and Pinion Steering
P245/70R17 All Season Tires with Spare	40/20/40 Vinyl Bench Seat with Folding Armrest
Vinyl Rear Bench Seat	Black Vinyl Floor Coverings
6 1/2 Foot Wide Type Bed	Painted Rear Step Type Bumper
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Dual, exterior below-eye-line Type, Hinged Mirrors
Daytime Running Lamps	

Available Exterior Colors: Dark Grey, Dark Blue Pearl, Bright Red, Forest Green, Red Fire, Black, Silver and Oxford White

Available Interior Colors: Medium Pebble Tan, Medium Dark Flint

EPA Fuel Mileage Per Gallon: City – 16.84
Highway – 25.82
Unadjusted Combined – 19.97

AVAILABLE OPTIONS:

Line Item 097: Daytime Running Lamps	<u>\$ 36.00</u>
Line Item 098: Fog Lights	<u>\$ 204.00</u>
Line Item 100: Engine: 5.4 Liter V-8	<u>\$ 716.00</u>
Line Item 102: 3.73 Rear Axle Ratio	<u>\$ 40.00</u>
Line Item 103: Speed Control and Tilt Wheel	<u>\$ 180.00</u>
Line Item 104: Power Windows and Door Locks	<u>\$ 796.00</u>
Line Item 106: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 280.00</u>
Line Item 107: Crew Cab 139 Inch Wheelbase 5 Foot 5 Inch Bed 6800 GVWR – 1650# Payload	<u>\$ 3,023.00</u>
Line Item 108: 8 foot wide type bed 248.4 Inch Overall Length 163 Inch Wheelbase Available with 5.4 Liter V-8 Engine Only	<u>\$ 1,939.00</u>

DELIVERY: 90 – 120 Days ARO

WARRANTY: Dave Sinclair Ford, Inc. offers 3-years (36,000 miles) bumper to bumper and a 5-year (60,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. The bumper to bumper warranty shall cover all components except normal wear items and the power train warranty will only cover the engine, transmission and final drive. Alignments are covered under the warranty up to 12,000 miles. All normal servicing wear items unless damaged by a covered failure are not covered by the warranty.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 109 – Truck, 1/2 Ton, 4 x 4, Standard Cab

Commodity Service Code: 07048

MAKE/MODEL: Chevrolet Silverado 1500

PRICE: \$ 16,329.00

~~Requires Vehicle Waiver Request~~

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

4.8 Liter V-8 Engine	119 Inch Wheelbase
4 Speed Automatic Transmission	3.42 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Daytime Running Lamps
Power Steering	P265/70R17 BSW All Season Tires with Full Spare
40/20/40 Cloth Bench Seat	6 ½ Foot Wide Type Bed
Rubber/Vinyl Floor Coverings	Regular Cab
Painted Rear Step Type Bumper	Dual, exterior below-eye-line Type, Hinged Mirrors
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio with Clock	

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Dark Blue Metallic, Black, Blue Granite Metallic, Summit White, Silver Birch

Available Interior Colors: Dark Titanium

EPA Fuel Mileage Per Gallon: City – 17.21
 Highway – 25.18
 Unadjusted Combined – 20.07

AVAILABLE OPTIONS:

Line Item 112: 3.73 Rear Axle Ratio Included only with Line Item 113	<u>\$ 82.00</u>
Line Item 113: Engine: 5.3 Liter V-8	<u>\$ 375.00</u>
Line Item 114: Engine: 4.3 Liter V-6	<u>\$ 356.00</u> (Deduction)
Line Item 115: Speed Control and Tilt Wheel	<u>\$ 202.00</u>
Line Item 116: Power Window and Door Locks	<u>\$ 786.00</u>
Line Item 121: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 375.00</u>
Line Item 122: 8 Feet Wide Type Bed 133 Inch Wheelbase	<u>\$ 280.00</u>
Line Item 123: Off Road Tires LT245/70R17	<u>\$185.00</u>

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET SILVERADO 1500 IS APRIL 4, 2008.

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**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 124 – Truck, 1/2 Ton, 4 x 4, Extended Cab

Commodity Service Code: 07048

MAKE/MODEL: Chevrolet Silverado 1500

PRICE: \$ 18,439.00

~~Requires Vehicle Waiver Request~~

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

4.8 Liter V-8 Engine	143.5 Inch Wheelbase
4 Speed Automatic Transmission	3.42 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Power Steering
P265/70R17 All Season Tires with Spare	40/20/40 Cloth Bench Seat
Cloth Rear Bench Seat	Rubber/Vinyl Floor Coverings
6 1/2 Foot Wide Type Bed	Painted Rear Step Type Bumper
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Dual, exterior below-eye-line Type, Hinged Mirrors
Daytime Running Lamps	

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Dark Blue Metallic, Black, Blue Granite Metallic, Summit White, Silver Birch

Available Interior Colors: Dark Titanium

EPA Fuel Mileage Per Gallon: City – 17.21
 Highway – 25.18
 Unadjusted Combined – 20.07

AVAILABLE OPTIONS:

Line Item 127: Engine: 5.3 Liter V-8	<u>\$ 572.00</u>
Line Item 129: 3.73 Rear Axle Ratio Available Only With Line Item 127	<u>\$ 82.00</u>
Line Item 130: Speed Control and Tilt Wheel	<u>\$ 202.00</u>
Line Item 131: Power Windows and Door Locks	<u>\$ 849.00</u>
Line Item 136: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 375.00</u>
Line Item 137: 8 foot wide type bed Includes 5.3 Liter V-8 Engine 157.5 Inch Wheelbase	<u>\$ 814.00</u>
Line Item 138: Crew Cab 5 Foot 8 Inch Bed	<u>\$ 2,277.00</u>
Line Item 139: Off Road Tires LT245/70R17	<u>\$ 185.00</u>

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET SILVERADO 1500 IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024001

Contractor: Joe Machens Ford

**Line Item 140 – Truck, 1/2 Ton, 4 x 2, Standard Cab, Alternative Fuel
Commodity Service Code: 07007**

MAKE/MODEL: 2008 Ford F-150 4x2 XL, Regular Cab

PRICE: \$ 13,573.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

5.4 Liter Flex Fuel V-8 Engine	145 Inch Wheelbase
4 Speed Automatic Transmission	3.55 Rear Axle Ratio
4 Wheel Anti-Lock Brakes (ABS)	Power, Rack and Pinion Steering
P235/70R17 BSW All Season Tires with Spare	40/20/40 Cloth Bench Seat
Vinyl Floor Coverings	8 Foot Wide Type Bed
Painted Rear Step Type Bumper	Dome Light
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Dual, Black Manual Mirrors

Available Exterior Colors: Dark Shadow Grey, Dark Blue Pearl, Bright Red, Redfire, Pueblo Gold, Forest Green, Black, Silver and Oxford White

Available Interior Colors: Tan, Medium Flint, Black

EPA Fuel Mileage Per Gallon: City – 12.11
Highway – 17.91
Unadjusted Combined – 14.17

CAFÉ RATING: 24.89

AVAILABLE OPTIONS:

Line Item 143: Axle, Rear: Limited Slip	<u>\$ 255.00</u>
Line Item 144: Speed Control and Tilt Wheel	<u>\$ 195.00</u>
Line Item 146: Power Windows and Door Locks	<u>\$ 650.00</u>
Line Item 147: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 295.00</u>
Line Item 149: Daytime Running Lamps	<u>\$ 36.00</u>
Line Item 150: Fog Lights Includes XL Decal Group	<u>\$ 195.00</u>
Line Item 151: 6 ½ Foot Wide Type Bed 126 Inch Wheelbase	<u>\$ 262.00 (Deduction)</u>

DELIVERY: 90 to 120 Day ARO – Subject to Delays

WARRANTY: Joe Machens Ford offers Ford's Standard Warranty which covers 3-years (36,000 miles) bumper to bumper but it is limited. A 5-year (60,000 miles) limited warranty on the power train is offered as well. The warranty will expire when whichever occurs first the years or the mileage. The warranty will cover the manufacture's standard components only.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 152 – Truck, 1/2 Ton, 4 x 2, Extended Cab, Alternative Fuel

Commodity Service Code: 07007

MAKE/MODEL: Chevrolet Silverado 1500 FFV

PRICE: \$ 16,799.00

Vehicle Requires Approval From The State Fleet Manager

EQUIPMENT INCLUDED IN PRICE:

5.3 Liter Flex Fuel V-8 Engine	143.5 Inch Wheelbase
4 Speed Automatic Transmission	3.42 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Power Steering
P245/70R17 Tires with Spare	40/20/40 Cloth Bench Front Seat
Rubber/Vinyl Floor Coverings	6 ½ Foot Wide Type Bed
Painted Rear Step Type Bumper	Daytime Running Lamps
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Dual, exterior below-eye-line Type, Hinged Mirrors
Cloth Bench Rear Seat	Extended Cab

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Dark Blue Metallic, Black, Blue Granite Metallic, Summit White, Silver Birch

Available Interior Colors: Dark Titanium

EPA Fuel Mileage Per Gallon: City – 13.76
 Highway – 20.54
 Unadjusted Combined – 16.16

CAFÉ RATING: 28.50

AVAILABLE OPTIONS:

Line Item 155: Speed Control and Tilt Wheel	\$ 202.00
Line Item 156: Power Windows and Door Locks	\$ 849.00
Line Item 161: 8 Feet Wide Type Bed 157.5 Inch Wheelbase	\$ 411.00
Line Item 162: Crew Cab 143.5 Inch Wheelbase 5 foot 8 Inch Bed 229.9 Inch Overall Length	\$ 2,689.00
Line Item 163: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	\$ 375.00

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET SILVERADO 1500 FFV IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 164 – Truck, 1/2 Ton, 4 x 4, Standard Cab, Alternative Fuel

Commodity Service Code: 07007

MAKE/MODEL: Chevrolet Silverado 1500 FFV

PRICE: \$ 16,689.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

5.3 Liter Flex Fuel V-8 Engine	119 Inch Wheelbase
4 Speed Automatic Transmission	3.42 Rear Axle Ratio
4 Wheel Anti-Lock Brakes (ABS)	Power Steering
P265/70R17 All Season Tires with Spare	40/20/40 Cloth Bench Seat
Rubber/Vinyl Floor Coverings	6 ½ Foot Wide Type Bed
Painted Rear Step Type Bumper	Daytime Running Lamps
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Dual, exterior below-eye-line Type, Hinged Mirrors

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Dark Blue Metallic, Black, Blue Granite Metallic, Summit White, Silver Birch

Available Interior Colors: Dark Titanium

EPA Fuel Mileage Per Gallon: City – 13.40
Highway – 19.52
Unadjusted Combined – 15.60

CAFÉ RATING: 27.23

AVAILABLE OPTIONS:

Line Item 167: 4.10 Rear Axle Ratio Includes Locking Rear Differential	<u>\$ 353.00</u>
Line Item 168: Speed Control and Tilt Control	<u>\$ 202.00</u>
Line Item 169: Power Window and Door Locks	<u>\$ 786.00</u>
Line Item 174: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 375.00</u>
Line Item 175: 8 Feet Wide Type Bed 133 Inch Wheelbase	<u>\$ 282.00</u>
Line Item 176: Off Road Tires LT245/70R17	<u>\$ 185.00</u>

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET SILVERADO 1500 FFV IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 177 – Truck, 1/2 Ton, 4 x4, Extended Cab, Alternative Fuel

Commodity Service Code: 07007

MAKE/MODEL: Chevrolet Silverado 1500 FFV

PRICE: \$ 19,004.00

Vehicle Requires Approval From the State Fleet Manager

EQUIPMENT INCLUDED IN PRICE:

5.3 Liter Flex Fuel V-8 Engine	143.5 Inch Wheelbase
4 Speed Automatic Transmission	3.73 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Power Steering
P245/70R17 Tires with Spare	40/20/40 Cloth Bench Front Seat
Rubber/Vinyl Floor Coverings	6 ½ Foot Wide Type Bed
Painted Rear Step Type Bumper	Daytime Running Lamps
Manufacturers Standard Heating and Air Conditioning	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Dual, exterior below-eye-line Type, Hinged Mirrors
Cloth Bench Rear Seat	Extended Cab

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Dark Blue Metallic, Black, Blue Granite Metallic, Summit White, Silver Birch

Available Interior Colors: Dark Titanium

EPA Fuel Mileage Per Gallon: City – 13.40
 Highway – 19.52
 Unadjusted Combined – 15.60

CAFÉ RATING: 27.23

AVAILABLE OPTIONS:

Line Item 180: Speed Control and Tilt Wheel	<u>\$ 202.00</u>
Line Item 181: Power Windows and Door Locks	<u>\$ 849.00</u>
Line Item 186: 8 Foot Wide Type Bed 157.5 Inch Wheelbase	<u>\$ 244.00</u>
Line Item 187: Crew Cab 143.5 Inch Wheelbase 5 foot 8 Inch Bed 229.9 Inch Overall Length	<u>\$ 2,277.00</u>
Line Item 188: Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	<u>\$ 375.00</u>
Line Item 189: Off Road Tires LT245/70R17	<u>\$ 185.00</u>

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET SILVERADO 1500 FFV IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024001

Contractor: Joe Machens Ford

Line Item 190 – ¾ Ton Truck, 4x2, Standard Cab

Commodity Service Code: 07048

MAKE/MODEL: Ford F-250 4x2, XL, Regular Cab

PRICE: \$ 15,496.00

~~Vehicle Requires Approval from the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

5.4 Liter V-8 Engine	137 Inch Wheelbase
Five Speed Automatic Transmission	Dome Lamp
4.10 Rear Axle Ratio	4-Wheel Anti-Lock Brakes
Power Steering	LT245/75R17E BSW All Season Tires with Spare
Cloth Bench Front Seat	Vinyl Floor Coverings
AM/FM Radio with CD Player	8 Foot Wide Type Bed
Manufacturers Standard Heating and Air Conditioning	Standard Cab
Dual Frontal Air Bags	Painted Rear Step Type Bumper
Manufacturer's Standard Towing Package	

Available Exterior Colors: Dark Shadow Grey, Dark Blue Pearl, Red, Pueblo Gold, Forest Green, Dark Toreador Red, Dark Stone, Black, Silver and Oxford White

Available Interior Colors: Camel, Medium Stone, Black

AVAILABLE OPTIONS:

Line Item 191: Engine: Diesel	<u>\$ 5,575.00</u>
Line Item 192: Manual Telescoping Trailer Tow Mirrors	<u>\$ 100.00</u> (without Line Item 196) <u>\$ 176.00</u> (with Line Item 196 – Power Mirrors)
Line Item 193: Transmission: Manual	<u>\$ 1,192.00</u> (Deduction)
Line Item 194: 3.73 Rear Axle Ratio Limited Slip	<u>\$ 255.00</u>
Line Item 195: Speed Control and Tilt Wheel	<u>\$ 315.00</u>
Line Item 196: Power Windows and Door Locks	<u>\$ 440.00</u>
Line Item 200: Daytime Running Lamps	<u>\$ 36.00</u>

DELIVERY: 90 to 120 Day ARO – Subject to Delays

WARRANTY: Joe Machens Ford offers Ford's Standard Warranty which covers 3-years (36,000 miles) bumper to bumper but it is limited. A 5-year (60,000 miles) limited warranty on the power train is offered as well. The warranty will expire when whichever occurs first the years or the mileage. The warranty will cover the manufacture's standard components only.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024002

Contractor: Dave Sinclair Ford, Inc.

Line Item 219 – Truck, 3/4 Ton, 4 x4, Regular Cab

Commodity Service Code: 07048

MAKE/MODEL: Ford F-250 Regular Cab 4x4

PRICE: \$ 18,170.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

5.4 Liter V-8 Engine	137 Inch Wheelbase
Five Speed Automatic Transmission	3.73 Rear Axle Ratio
4 Wheel Anti-Lock Brakes	Regular Cab
Power Steering	LT245/75R17E BSW All Season with Full Spare
Vinyl Bench Front Seat	8 Foot Wide Type Bed
Black Vinyl Floor Coverings	Tire Pressure Monitoring System
Painted Rear Step Type Bumper	Manufacturers Standard Heating and Air Conditioning
Dual Frontal Air Bags	Manufacturers Standard AM/FM Radio with Clock
Auto-Manual Locking Hubs	Dual, exterior below-eye-line Type, hinged, 6"x9" Mirrors
Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	Front Fender Vents
Front Tow Hooks	

Available Exterior Colors: Dark Grey, Dark Blue Pearl, Bright Red, Forest Green, Pueblo Gold, Dark Toreador Red, Dark Stone, Black, Oxford White, Silver

Available Interior Colors: Camel, Medium Stone, Black

AVAILABLE OPTIONS:

Line Item 220: Engine: Diesel	<u>\$ 5,516.00</u>
Line Item 222: Transmission: Manual, 5 Speed Overdrive	<u>\$ 1,192.00</u>
Line Item 223: 4.10 Rear Axle Ratio	<u>No Charge</u>
Line Item 224: Speed Control and Tilt Wheel	<u>\$ 308.00</u>
Line Item 225: Power Windows and Door Locks	<u>\$ 424.00</u>
Line Item 228: Daytime Running Lamps	<u>\$ 36.00</u>
Line Item 232: Off Road Tires LT245/75R17E	<u>\$ 100.00</u>

DELIVERY: 90 – 150 Days ARO

WARRANTY: Dave Sinclair Ford, Inc. offers 3-years (36,000 miles) bumper to bumper and a 5-year (60,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. The bumper to bumper warranty shall cover all components except normal wear items and the power train warranty will only cover the engine, transmission and final drive. Alignments are covered under the warranty up to 12,000 miles. All normal servicing wear items unless damaged by a covered failure are not covered by the warranty.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024002

Contractor: Dave Sinclair Ford, Inc.

Line Item 233 – ¼ Ton Truck, 4x4, Extended Cab

Commodity Service Code: 07048

MAKE/MODEL: Ford F-250 Supercab 4x4

PRICE: \$ 20,023.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

5.4 Liter V-8 Engine	142 Inch Wheelbase
Five Speed Automatic Transmission	Power Steering with Steering Damper
3.73 Rear Axle Ratio	4-Wheel Anti-Lock Brakes
Tire Pressure Monitoring System	LT245/75R17E BSW A-S Tires with Spare
Vinyl Bench Front and Rear Seat	Black Vinyl Floor Coverings
AM/FM Radio with CD Player	6 ½ Foot Wide Type Bed
Manufacturers Standard Heating and Air Conditioning	Extended Cab
Dual Frontal Air Bags	Painted Rear Step Type Bumper
Dual, Exterior Below-Eye-Line Type, Hinged Mirrors	Folding Rear Cloth Seat
Towing Package: Manufacturers Standard Class III frame hitch and 4 pin wiring harness for 7 pin	Front Fender Vents
Two Front Tow Hooks	

Available Exterior Colors: Dark Grey, Dark Blue Pearl, Bright Red, Forest Green, Pueblo Gold, Dark Toreador Red, Dark Stone, Black, Oxford White, Silver

Available Interior Colors: Camel, Medium Stone, Black

AVAILABLE OPTIONS:

Line Item 234: Engine: Diesel	<u>\$ 5,516.00</u>
Line Item 236: Transmission: Manual	<u>\$ 1,192.00 (Deduction)</u>
Line Item 237: 4.10 Rear Axle Ratio	<u>No Charge</u>
Line Item 238: Speed Control and Tilt Wheel	<u>\$ 308.00</u>
Line Item 239: Power Windows and Door Locks	<u>\$ 424.00</u>
Line Item 242: Daytime Running Lamps	<u>\$ 36.00</u>
Line Item 244: 8 Foot Wide Type Bed 158 Inch Wheelbase	<u>\$ 165.00</u>
Line Item 245: Crew Cab 156 Inch Wheelbase	<u>\$ 1,179.00</u>
Line Item 247: Off Road Tires LT245/75R/17E BSW A-T	<u>\$ 100.00</u>

DELIVERY: 90 – 150 Days ARO

WARRANTY: Dave Sinclair Ford, Inc. offers 3-years (36,000 miles) bumper to bumper and a 5-year (60,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. The bumper to bumper warranty shall cover all components except normal wear items and the power train warranty will only cover the engine, transmission and final drive. Alignments are covered under the warranty up to 12,000 miles. All normal servicing wear items unless damaged by a covered failure are not covered by the warranty.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024001

Contractor: Joe Machens Ford

Line Item 248 – 4x4 Sport Utility Vehicle

Commodity Service Code: 07048

MAKE/MODEL: Ford Escape 4x4 XLS

PRICE: \$ 15,887.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

2.3 Liter I-4 Engine	103 Inch Wheelbase
4-Speed Automatic Transmission	Auto Locking Hubs
Manufacturers Standard Rear Axle	4-Wheel Anti-Lock Brakes
Power Steering	P235/70R16 All Season with Compact Spare
Cloth Front Bucket Seats	Cloth Rear Bench Seating
Carpet Floor Coverings	Power Windows and Door Locks
Dual Frontal Air Bags	Manufacturers Standard Air Conditioning and Heater
Manufacturers Standard AM/FM Radio	Safety Canopy
Power Mirrors	Cruise Control
Tilt Wheel	Front and Rear Floor Mats
Keyless Entry	

Available Exterior Colors: Redfire, Vista Blue, Light Sage, Kiwi, Tungston Grey, Black Pearl, Black, Silver and Oxford White

Available Interior Colors: Camel, Stone, Charcoal Black

EPA Fuel Mileage Per Gallon: City – 23.89
 Highway – 32.74
 Unadjusted Combined – 27.20

AVAILABLE OPTIONS:

Line Item 250: Speed Control and Tilt Wheel	<u>\$ 195.00</u>
Line Item 252: Daytime Running Lamps	<u>\$ 37.00</u>
Line Item 255: Engine: 3.0 Liter V-6 Must Upgrade to a Ford Escape LXT	<u>\$ 2,045.00</u>

DELIVERY: 90 to 120 Day ARO – Subject to Delays

WARRANTY: Joe Machens Ford offers Ford's Standard Warranty which covers 3-years (36,000 miles) bumper to bumper but it is limited. A 5-year (60,000 miles) limited warranty on the power train is offered as well. The warranty will expire when whichever occurs first the years or the mileage. The warranty will cover the manufacture's standard components only.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 258 – 4x4 Sport Utility Vehicle

Commodity Service Code: 07048

MAKE/MODEL: Chevrolet Equinox

PRICE: \$ 19,709.00

~~Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

3.4 Liter V-6 Engine	112.5 Inch Wheelbase
5-Speed Automatic Transmission	Auto Locking Hubs
2.70 Rear Axle Ratio	4-Wheel Anti-Lock Disc Brakes
Power Steering	P235/65R16 All Season Tires with Spare
Front Cloth Bucket Seats	Cloth Rear Bench Seat
Carpet Floor Coverings	Power Windows and Door Locks
Manufacturers Standard Air Conditioning and Heater	Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio	Speed Control and Tilt Wheel
Daytime Running Lamps	Floor Mats, Front and Rear

Available Exterior Colors: Sandstone Metallic, Black, Navy Blue Metallic, Granite Gray Metallic, Black Granite Metallic, Deep Ruby Metallic, Silverstone Metallic, Golden Teal Metallic, Summit White

EPA Fuel Mileage Per Gallon: City – 20.90
 Highway – 32.90
 Unadjusted Combined – 25.00

AVAILABLE OPTIONS:

Line Item 259: Towing Package: Manufacturers Standard **\$ 292.00**
 Class III frame hitch and 4 pin wiring harness for 7 pin

Line Item 261: Side-Impact Air Bags **\$ 329.00**

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET EQUINOX IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES -- 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024003

Contractor: Putnam Chevrolet

Line Item 267 – 4x4 Sport Utility Vehicle

Commodity Service Code: 07048

MAKE/MODEL: Chevrolet Trailblazer

PRICE: \$ 19,139.00

~~Requires Vehicle Waiver Request
Vehicle Requires Approval From the State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

4.2 Liter V-6 Engine	113 Inch Wheelbase
4-Speed Automatic Transmission	Auto Locking Hubs
3.42 Rear Axle Ratio	4-Wheel Anti-Lock Disc Brakes
Power Steering	P245/65R17 Tires with Spare
Front Cloth Bucket Seats	Rear Cloth Bench Seat
Carpet Floor Coverings	Power Windows and Door Locks
Four Doors	Manufacturers Standard Air Conditioning and Heater
Dual Frontal Air Bags	Manufacturers Standard AM/FM Radio
Speed Control and Tilt Wheel	Daytime Running Lamps
Manufacturers Standard Towing Package	Console Full Floor between Bucket Seats
Floor Mats: Front and Rear	Side Impact Airbags

Available Exterior Colors: Dark Cherry Metallic, Graystone Metallic, Moondust Metallic, Imperial Blue Metallic, Black, Summit White, Black Granite Metallic, Silverstone Metallic, Red Jewel Tintcoat, Desert Brown Metallic

EPA Fuel Mileage Per Gallon: City – 17.1
 Highway – 27.4
 Unadjusted Combined – 20.58

DELIVERY: 60-90 Days ARO

WARRANTY: Putnam Chevrolet offers a 3-year (36,000 miles) bumper to bumper and 5 year (100,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. With the exception of normal maintenance items everything else is covered by the bumper to bumper warranty.

NOTE: ORDER CUT OFF DATE FOR 2008 CHEVROLET TRAILBLAZER IS APRIL 4, 2008.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

Contract Number: C108024005

Contractor: Mike Kehoe Ford

Line Item 277 – Hybrid, 4x4 Sport Utility Vehicle

Commodity Service Code: 07048

MAKE/MODEL: Ford Escape Hybrid 4x4

PRICE: \$ 25,214.00

~~Price Requires Approval From The State Fleet Manager~~

EQUIPMENT INCLUDED IN PRICE:

2.3 Liter 4 Valve I-4 Atkinson Cycle Engine
ECVT Automatic Transmission
Manufacturers Standard Rear Axle
Power Steering
Cloth Front Bucket Seats
Carpet Floor Coverings
Dual Frontal Air Bags
Manufacturers Standard AM/FM Radio
Side-Impact Air Bags

103.1 Inch Wheelbase
Auto Locking Hubs
4-Wheel Anti-Lock Brakes
P235/70R16 All Season with Compact Spare
Cloth 60/40 Split Rear Bench Seating
Power Windows and Door Locks
Manufacturers Standard Air Conditioning and Heater
Fog Lights

Available Exterior Colors: Oxford White, Kiwi Green, Light Ice Blue, Vista Blue, Tungston Grey, Black Pearl Slate, Black

Available Interior Colors: Stone

EPA Fuel Mileage Per Gallon: City – 38.4
 Highway – 38
 Unadjusted Combined – 38.21

AVAILABLE OPTIONS:

Line Item 278: Daytime Running Lamps \$ 45.00

DELIVERY: 12 to 15 Weeks ARO

WARRANTY: Mike Kehoe Ford, Inc. offers a 3-year (36,000 miles) bumper to bumper and a 5-year (60,000 miles) power train warranty. The warranty will expire when whichever occurs first the years or the mileage. Wear and tear items after 12,000 miles are not covered by the warranty. Tires, brakes and no maintenance items are not covered by the warranty.

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES – 2008 MODEL YEAR
(Statewide)**

CO-OP DELIVERY

All contractors will allow other political subdivisions throughout the State of Missouri to purchase off the contract through the Cooperative Procurement Program. The following is the applicable charges to deliver the vehicle to a cooperative procurement entity:

C108024001 – Joe Machens Ford proposes a \$0.50 per mile round-trip delivery charge per vehicle and a \$100.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities with all vehicles being delivered from Columbia, Missouri.

C108024002 - Dave Sinclair Ford, Inc. proposes a \$0.40 per mile round-trip delivery charge per vehicle and a \$100.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities with all vehicles being delivered from St. Louis, Missouri.

C108024003 - Putnam Chevrolet proposes a \$0.75 per mile round-trip delivery charge per vehicle and a \$300.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities with all vehicles being delivered from California, Missouri.

C108024004 - Don Brown Chevrolet proposes a \$1.31 per mile round-trip delivery charge per vehicle and a \$395.00 guaranteed-not-to-exceed total delivery price per vehicle for delivery to cooperative entities with all vehicles being delivered from St. Louis, Missouri.

C108024005 - Mike Kehoe Ford, Inc. proposes a \$0.40 per mile delivery charge per vehicle round trip for delivery to cooperative entities with all vehicles being delivered from Jefferson City, Missouri.

****These charges shall not apply to state agencies. It shall apply only to public entities participating in the Cooperative Procurement Program.**

State Agencies Note: Line Item 283 exists in SAM 2 for the purchase of options not specifically otherwise priced.

Line Item 283 C/S Code: 07048
 Vehicle Options

**LIGHT DUTY TRUCKS AND SPORT UTILITY VEHICLES - 2008 MODEL YEAR
(STATEWIDE CONTRACT)**

State of Missouri
Office of Administration
Division of Purchasing and Materials Management
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product Purchased (include Item No's., if available): _____

Rating Scale: 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: _____

Prepared by: _____ Title: _____ Agency: _____

Date: _____ Phone: _____ Email: _____

Address: _____

Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:

Office of Administration
Division of Purchasing and Materials Management
301 West High Street, RM 630
PO Box 809
Jefferson City, Missouri 65102
**You may also e-mail form to the buyer as an attachment at
cale.turner@oa.mo.gov**

Matt Blunt
Governor



State of Missouri
OFFICE OF ADMINISTRATION

Michael N. Keathley
Commissioner

Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2387 FAX: (573) 526-9815
TTD: 800-735-2966 Voice: 800-735-2466
www.oa.mo.gov/purch/purch.htm

James Miluski
Director
Division of Purchasing and
Materials Management

VEHICLE WAIVER REQUEST

The state agency must complete the following:

DATE: _____ ORDER #: PGQ _____

DEPARTMENT/DIVISION: _____

Vehicle Type: ½ Ton, 4x2, Extended Cab (Line Item 094) _____
½ Ton Truck, 4x4, Standard Cab (Line Item 109) _____
½ Ton Truck, 4x4, Extended Cab (Line Item 124) _____
Sport Utility Vehicle, 4x4 (Line Item 267) _____

All vehicle purchases made by a state agency must meet the Corporate Average Fuel Economy (CAFE) Standard except as may be exempted under RSMo 414.400. The Commissioner of Administration shall waive the requirements of the section for only those vehicles that satisfy one or more of the following conditions:

- (1) The agency's vehicles are designed to be operated off road;
- (2) Such vehicles are regularly used in the movement of maintenance or construction equipment;
- (3) Such vehicles are regularly used to transport trailers for the purpose of moving state equipment;
- (4) Such vehicles are vehicles with manufacturer-stated seating capacity exceeding that for six persons;

OR: The state agency has submitted a fleet efficiency plan to the Department of Natural Resources (DNR) that complies with the minimum guidelines for energy efficiency pursuant to Section 414.400 RSMo.

The agency must describe below its justification for waiver which conforms to the above statutory exemption(s):

Energy Efficiency Plan submitted and approved by DNR _____ (check if approved)

Satisfies the following conditions (please list below):

Department Director's Signature

Date

Accepted by: _____

James Miluski
Office of Administration
Director, Division of Purchasing and Materials Management

C: Cindy Carroll, Missouri Department of Natural Resources

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

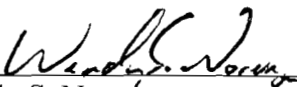
In the County Commission of said county, on the 14th day of February 20 08


the following, among other proceedings, were had, viz:

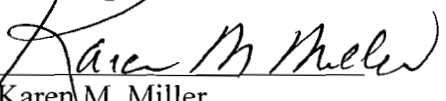
Now on this day the County Commission of the County of Boone does hereby award bid 02-08JAN08 – Public Works South Facility Fence Installation Project to Custom Fence. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Custom Fence** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 02-08JAN08
Public Works South Facility Fence Installation Project
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as described in the specifications. The contract award includes the total lump sum Bid for Fencing Installation as outlined in Section 2 for a total contract amount of \$12,244.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Un-executed Response Form
5. Standard Terms and Conditions
6. Exhibit A – Prior Experience
7. Exhibit B – Fence Location Drawing
8. Addendum #1
9. Affidavit—Prevailing Wage
10. State Wage Rates-Annual Wage Order No. 14
11. Contractor's Bid Response

It is understood and agreed that, except as may be otherwise provided for by the "Primary Specifications", the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than 30 days after receipt of Notice to Proceed, and to complete the work within 45 days after receipt of Notice to Proceed or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Twelve Thousand Two Hundred Forty-Four Dollars and Zero Cents (\$12,244.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on

19th February 2008 at Columbia, Missouri.

(Date)

CONTRACTOR: **CUSTOM FENCE**

By: Michael Small
Authorized Representative Signature

OWNER, BOONE COUNTY, MISSOURI

By: Kenneth M. Pearson
Kenneth M. Pearson, Presiding Commissioner

By: Michael Small
Authorized Representative Printed Name
Title: Owner

Approved as to Legal Form:

John Patton
Boone County Counselor

ATTEST:

Wendy Noren
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 the contract do not create a measurable county obligation at this time.)

Jane E. Pichford
Signature by egj

2/1/08

2040/91200- \$12,244.00

Date

Appropriation Account

4. Response Form

4.1. Company Name: Custom Fence

4.2. Address: RRI Box 1655

4.3. City/Zip: Memphis MO. 63555

4.4. Phone Number: 660-883-5514

4.5. Fax Number: 660-883-5514

4.6. E-Mail Address: msmall62@hotmail.com

4.7. Federal Tax ID: 43-1720365

- 4.7.1. () Corporation
 () Partnership - Name _____
 Individual/Proprietorship - Individual Name Michael Small
 () Other (Specify) _____

4.8.	PRICING – Bid price must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.
4.8.1.	Total Lump Sum Bid for Fencing Installation as outlined in Section 2 of this RFB: \$ <u>19,244⁰⁰</u>

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 have 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):
Michael Small Date: 1/2/08

4.9.2. Print Name and Title of Authorized Representative
Michael Small owner

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: Boone Co. Public works
Address: Columbia, Mo.
Contact Name: John Watkins Darin Sapp.
Telephone Number: Chip Estabrooke
Date of Contract: Fencing + seed + mulch contracts
Length of Contract: ON going Thru 12-31-08

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name: Keith Conti.
Address: 1104 East Walnut Columbia Mo.
Contact Name: Brent Cary
Telephone Number: 573 819 6880
Date of Contract: 11/1/07
Length of Contract: 30 Days completed for the Army Corps of Engineers

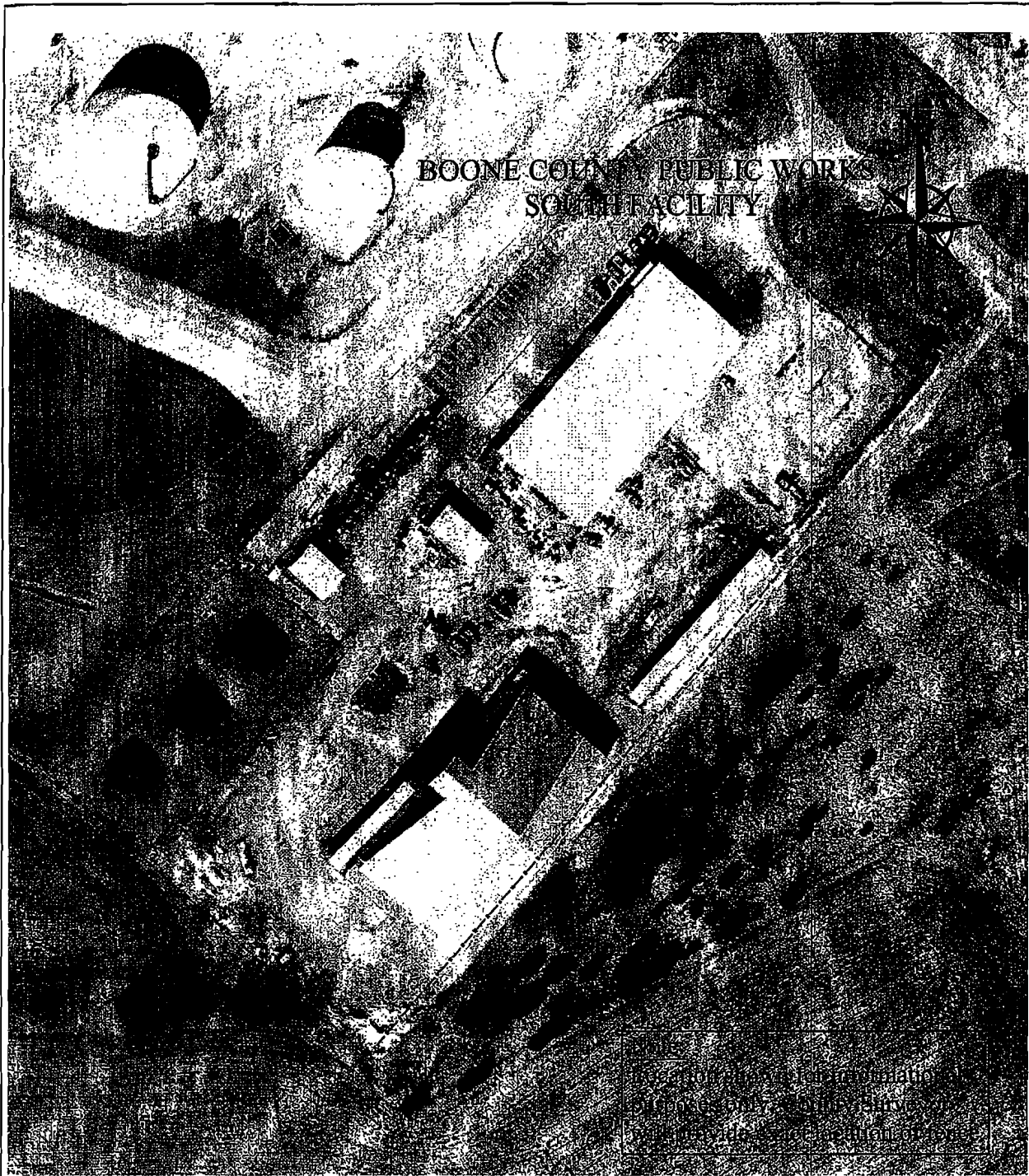
Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name: Boone Construction
Address: Columbia, Mo.
Contact Name: Terry Littrell
Telephone Number: 573-474-8234
Date of Contract: 11/1/07
Length of Contract: 90 days

Description of Prior Services (include dates):

EXHIBIT B - FENCE LOCATION DRAWING



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602



**South Facility
New Fence Diagram**



BOONE COUNTY, MISSOURI
Request for Bid #: 02-08JAN08 – Public Works South Facility Fence
Installation Project

ADDENDUM #1 - Issued December 21, 2007

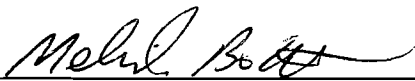
This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

I. Change paragraph 2.5.3. to read:

The chain link fence shall be 6' high, have 2" mesh, 9 gauge, .2 oz. sq. ft. per ASTM A 491.

By:


Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 02-08JAN08 – *Public Works South Facility Fence Installation Project*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Authorized Representative Signature: _____

Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **02-08JAN08**
Commodity Title: **Public Works South Facility Fence Installation Project**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, JANUARY 8, 2008**
Time: **10:30 AM (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. 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, JANUARY 8, 2008**
Time: **10:30 AM**
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**
- Exhibit A **Prior Experience**
 - Exhibit B **Fence Location Drawing**
 - Prevailing Wage – Annual Wage Order #14**
 - “No Bid” Response Form**

Note: A pre-bid meeting has been scheduled for Friday, December 14, 2007 at 10:00 a.m. in the Boone County Public Works Conference Room, 5551 S. Highway 63, Columbia, MO. All bidders are STRONGLY ENCOURAGED to attend. A project site visit will immediately follow the pre-bid meeting.

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 us. 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, 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. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of 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. **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 AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, equipment, and supervision to **install a fence** per manufacturer’s recommendations and in accordance with the following specifications along the approximate South-western and South-eastern boundaries of the Public Works South Facility owned by Boone County, Missouri.
- 2.1.1. **Pre-Bid Meeting** – A pre-bid meeting will be held Friday, December 14, 2007 at 10:00 a.m. in the Boone County Public Works Conference Room at 5551 S Highway 63, Columbia, MO. A tour of the project site will be provided immediately following the pre-bid meeting.
- 2.2. **Scope of Services** – The Contractor shall provide all labor, materials, equipment, and supervision to complete the following improvements. Facility overhead drawing is included as Exhibit D.
- *Base Bid: Install a six (6) foot tall chain link fence along the South -western and South-eastern boundaries of the Public Works South Facility tying into the existing corners of the existing fence as shown on Exhibit D.*
- 2.3. **Contract Documents** - The successful Bidder shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If the Bidder desires to contract under his own written agreement, any such proposed agreement shall be submitted in blank with his bid. The 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 the County legal counsel.
- 2.4. **Project Schedule** – Work can be performed weekdays 7:00 a.m. to 5:00 p.m. It is the Contractor’s responsibility to notify the County within 48 hours of starting the work. A project schedule depicting the progression of the work shall be submitted for the County’s approval.
- 2.5. **TECHNICAL AND SUBMISSION REQUIREMENTS**
- 2.5.1. Prior to installation, the contractor shall provide shop drawings for approval by Public Works of the fence with all dimensions, details, and finishes. The drawings must include post foundations, spacing, hole depth, and all incidental and necessary material requirement.
- 2.5.2. The chain link fence shall be aluminized fabric on galvanized posting and is estimated to be 982’ in total length (596’ South - eastern boundary and 386’ South - western boundary). The exact dimensions shall be confirmed by the bidder prior to submitting a bid.
- 2.5.3. The chain link fence shall be 6’ high, have 2” mesh, 9 gauge, .4 oz sq. ft. per ASTM A 491.
- 2.5.4. Appropriate line 2”, corner (terminal) 3”, rails (top) 1 5/8”, and braces shall be installed according to manufacturer’s installation instructions.
- 2.5.5. No gates are necessary for this fence.
- 2.5.6. All fittings, post caps, rail ends, sleeves, mesh, tie wire, tension (stretcher bars/rods), tension wire, truss rods, fasteners, concrete, and labor, and any other necessary materials shall be considered incidental to fence and priced lump sum.
- 2.5.7. All posts shall be set plumb and true to line and grade. The fence shall tie into existing fences.
- 2.5.8. The concrete footing shall be a uniform thickness around the post and shall have a cone or dome shaped top. The concrete shall have a minimum 28 day compressive strength of 3,000 psi.
- 2.5.9. The measurement of payment of the chain link fence shall be made lump sum.
- 2.5.10. Any items necessary for construction but not mentioned in these specifications shall be considered incidental to the lump sum costs.
- 2.5.11. No barbed wire is necessary.
- 2.5.12. Special provisions are provided herein as Exhibit A.
- 2.6. **SPECIAL PROVISIONS**
- 2.6.1. Contractor must leave a 4” gap between the ground and the bottom of the fence netting to enable Public Works Maintenance and Operations to install rock up to the bottom o f the fence for a clean, finished product.
- 2.6.2. Contractor shall install fence 6” inside the actual Public Works boundary.
- 2.6.3. Trees may need to be trimmed or removed in the back of the facility. County maintenance and operations will complete this prior to the contractor starting the project.

2.7. **GENERAL CONDITIONS**

- 2.7.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials and costs for the said services shall be included in the bid price.
- 2.7.2. The Contractor shall complete all required utility locations prior to commencement of work. The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.7.3. The Contractor shall be responsible for accurately measuring the quantity of material required for the entire project. The Contractor should view the proposed areas. Failure of the contractor to visit the site and take measurements prior to bid submission does not relieve the contractor of any obligation whatsoever. The County does not guarantee minimum order quantities.
- 2.7.4. The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.7.5. The Contractor is required to schedule the project inspections with the Public Works Department.
- 2.7.6. The Contractor shall provide all material safety data sheets prior to use of any hazardous materials on the sites.
- 2.7.7. The Contractor shall be responsible for removing and replacing damaged surfaces during the project at no additional expense to the County.
- 2.7.8. The Contractor shall be responsible for the demolition and removal of any existing materials in the work area. The Contractor shall leave the site neat and clean at the end of each day.
- 2.7.9. The Contractor shall be required to provide appropriate warning signs and barricades during the project to insure public safety.
- 2.7.10. The contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.7.11. The Contractor shall begin the project no later than thirty (30) days after the Notice to Proceed. The Contractor will be expected to complete the project within 45 working days after the Notice to Proceed.
- 2.7.12. The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a Punch-List during the inspection and will forward a copy of the Punch-List to the Contractor. After the Punch-List items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County's final inspection and written approval.
- 2.8. **WARRANTY** – The 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.
- 2.9. **PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #14 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. Copies can be obtained by contacting the Boone County Purchasing Department or via the Internet at: www.showmeboone.com/purchasing .
- 2.10. **BILLING AND PAYMENT** - Payment shall be made after the work has been completed and an invoice has been received. The vendor must submit an invoice and charges must only include prices listed in the vender's bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. Invoices should

be submitted to Boone County Public Works Department for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is 5551 Highway 63 South, Columbia, MO 65201.

- 2.11. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form, and companies satisfactory to the County. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
 - 2.11.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
 - 2.11.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 \$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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri 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 project.
 - 2.11.3. **Commercial Automobile Liability** – The 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.
 - 2.11.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
 - 2.11.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri 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 project.

- 2.11.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, 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 Boone from its own negligence.
- 2.11.7. **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.
- 2.12. **LIEN WAIVERS** – Prior to the release of Contract amount, the Contractor shall file with the County the following:
1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
 2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391, Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org.
- 2.14. **DESIGNEE** – Andrew Dick, Infrastructure Engineer, (573) 449-8515, 5551 Highway 63 South, Columbia, MO 65201
- 2.14.1. **Contact for Contract Administration Following Contract Award** – The contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer’s literature or procedure specified is not clearly understood by contacting Andrew Dick, Infrastructure Engineer. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.

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 herein. Failure to adhere to all requirements may result in Bidder's 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." Manufacturer's published specifications for the items requested shall be included with the response.
- 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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 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 County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. E-Mail Address:

4.7. Federal Tax ID:

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8.	PRICING – Bid price must include any and all labor, parts, and material required to perform the work described in Section 2 of this bid request.
4.8.1.	Total Lump Sum Bid for Fencing Installation as outlined in Section 2 of this RFB: \$ _____

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 have 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):

_____ Date: _____

4.9.2. Print Name and Title of Authorized Representative



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, Director
573/886-43912 - 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.

PRIOR EXPERIENCE

(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):

EXHIBIT B - FENCE LOCATION DRAWING



DESIGN AND CONSTRUCTION DEPT.
5551 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602



**South Facility
New Fence Diagram**

Boone County Purchasing
Melinda Bobbitt, CPPB
Director



601 E. Walnut-Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 02-08JAN08 - Boone County Public Works South Facility Fencing Installation

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010
BOONE COUNTY

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

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/07		\$27.74	55	60	\$14.81
Boilermaker	9/07		\$29.40	57	7	\$18.15
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I	5/07		\$25.02	86	68	\$16.42
Group II	5/07		\$25.02	86	68	\$16.42
Group III	5/07		\$23.77	86	66	\$16.42
Group III-A	5/07		\$25.02	86	68	\$16.42
Group IV	5/07		\$22.79	86	66	\$16.42
Group V	5/07		\$25.72	86	68	\$16.42
Pipe Fitter	7/07	b	\$32.00	91	69	\$18.68
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			***\$20.37	110	7	\$8.99
Second Semi-Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker	8/07		\$24.65	11	8	\$15.87
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber	7/07	b	\$32.00	91	69	\$18.68
Pile Driver			\$23.18	60	15	\$9.77
Rofer	9/07		\$25.75	12	4	\$10.69
Sheet Metal Worker	7/07		\$26.12	40	23	\$11.93
Sprinkler Fitter			\$18.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
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 (573) 751-3403.

**Annual Incremental Increase

*** Due to a clerical error, the rate for First Semi-Skilled Laborer issued in Annual Wage Order No. 14 was incorrect. The Basic Hourly Rate should be \$20.37 with Total Fringe Benefits of \$8.99. Overtime No. 110 and Holiday No. 7.

Building Construction Rates for
BOONE County Footnotes

REPLACEMENT PAGE

Section 010

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

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

*b - All work over \$7 Mil. Total Mech. Contract - \$32.00, Fringes - \$18.68
All work under \$7 Mil. Total Mech. Contract - \$30.66, Fringes - \$14.24

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 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. 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 (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting 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. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 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. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving 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 following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

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

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

NO. 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. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

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

NO. 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.

Heavy Construction Rates for
BOONE County

REPLACEMENT PAGE

Section 010

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/07	\$27.21	7	16	\$9.76
Millwright	5/07	\$27.21	7	16	\$9.76
Pile Driver Worker	5/07	\$27.21	7	16	\$9.76
OPERATING ENGINEER					
Group I	5/07	\$24.10	21	5	\$16.34
Group II	5/07	\$23.75	21	5	\$16.34
Group III	5/07	\$23.55	21	5	\$16.34
Group IV	5/07	\$19.90	21	5	\$16.34
Oilier-Driver	5/07	\$19.90	21	5	\$16.34
LABORER					
General Laborer	5/07	\$22.97	2	4	\$8.78
Skilled Laborer	5/07	\$23.57	2	4	\$8.78
TRUCK DRIVER - TEAMSTER					
Group I	5/07	\$25.02	22	19	\$8.35
Group II	5/07	\$25.18	22	19	\$8.35
Group III	5/07	\$25.17	22	19	\$8.35
Group IV	5/07	\$25.29	22	19	\$8.35

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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 due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one 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 workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or 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.

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

**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	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$32.38	\$4.75 + 41.55%
*Lineman Operator	\$27.96	\$4.75 + 41.55%
*Groundman	\$21.62	\$4.75 + 41.55%

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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
*Journeyman Lineman	\$32.38	\$4.75 + 37.55%
*Lineman Operator	\$27.96	\$4.75 + 37.55%
*Groundman	\$21.62	\$4.75 + 37.55%

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 in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 14

9/07

OUT STLAW14 int.doc

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 08

County of Boone

In the County Commission of said county, on the

14th

day of

February

20

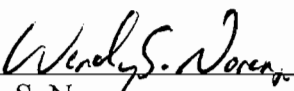
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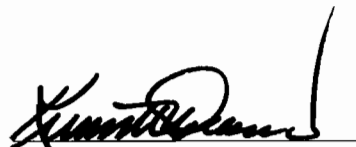
the following, among other proceedings, were had, viz:

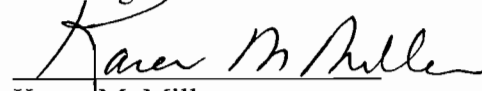
Now on this day the County Commission of the County of Boone does hereby award bid 03-24JAN08 – River Road Bridge Project to Sharp Excavating, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of February, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Sharp Excavating LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 03-24JAN08
River Road Bridge Project
 Project No. 07-548
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Bid Total in the amount of \$215,554.00.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 14
19. Boone County Standard Terms and Conditions
20. Plan Sheets
21. USACE Permit
22. Geotechnical Report

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Two Hundred Fifteen Thousand Five Hundred Fifty Four dollars and Zero Cents (\$215,554.00)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 2/14/08 at Columbia, Missouri. (Date)

CONTRACTOR: **Sharp Excavating LLC**

By: [Signature]
Authorized Representative Signature

By: Arnold Sharp
Authorized Representative Printed Name
Title: MANAGING member

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Kenneth M. Pearson, Presiding Commissioner

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

ATTEST:

[Signature]
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, 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 the contract do not create a measurable county obligation at this time.)

[Signature]
Signature *by cef*

2/4/08
Date

2045771100 - \$215,554.00
Appropriation Account

BID FORM
River Road Bridge Project
 Project No. 07-548

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

ROADWAY

Item	Description	Quantity	Unit	Unit Price	Extended Total
1.	Mobilization	1	LS	20,000.00	20,000.00
2.	Traffic Control	1	LS	6000.	6000.00
3.	Construction Staking	1	LS	1500.	1500.00
4.	Excavation	2,020	CY	5.	10100.00
5.	Approach Embankments	150	CY	6.	900.00
6.	1" Surface Rock	19	TONS	15.	285.00
7.	2" Type 1 Aggregate (Rolled Stone Base)	38	TONS	18.	684.00
8.	6" Type 2 Aggregate (2 1/2" Minus Base)	114	TONS	20.00	2280.00
9.	Pipe Culvert (18" diameter CMP)	32	LF	40.	1280.00
10.	Type II Rock Blanket	612	SY	20.	12240.00
11.	Seeding/Fertilizing/Mulching	1	LS	3500.	3500.00

TOTAL ROADWAY COST = 58,769.00

BRIDGE

Item	Description	Quantity	Unit	Unit Price	Extended Total
12.	Removals	1	LS	5000.	5000.00
13.	Structural Steel Piles (HP10x42)	395	LF	35.	13825.00
14.	BCPW Class D Concrete	101	CY	500.	50,500.00
15.	P/S Concrete I-Girder (70' Span)	3	EACH	10,800.	32,400.00
16.	Plain Neoprene Bearing Pads	6	EACH	100.	600.00
17.	Reinforcing Steel	14,075	LBS	.80	11,260.00
18.	Type A Guardrail	188	LF	60.	11,280.00
19.	Concrete Bridge Approach Slab	133	SY	240.	31,920.00

TOTAL BRIDGE COST = 156,985.00

TOTAL CONSTRUCTION COST = 215,554.00

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: **SHARP EXCAVATING, L.L.C.**

By: Arnold Sharp
(Signature)

Arnold Sharp
(Print or Type Name)

Title: MANAGING member

Address: 41940 Hwy 154 P.O. Box 148

City, State, Zip: Petry MO. 63462

Phone: 573-565-2651

Fax: 573-565-3009

Date: 1-24-08

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: SHARP EXCAVATING, L.L.C.
2. Business Address: P.O. Box 148
Perry mo 63462
3. When Organized: _____
4. When Incorporated: 7-1995
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:
12 1/2
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *



Completed Projects 2006

**Monroe County Commission
Bridge Construction # 41
Brush Creek Bridge
\$217,400
Contact: Donald Simpson
573-473-5813**

**Northeast Randolph County R-IV
Soccer Field and Running Track
Cairo Missouri
\$162,800
Contact: Marge Gibson
660-327-5106**

**Monroe County Commission
Bridge Construction # 28
Near Middle Grove Missouri
\$259,400
Contact: Donald Simpson
660-327-5106**

**Hallsville R-IV School District
Gravel Parking, Soccer & Baseball Field
Hallsville Missouri
\$394,000
Contact: Tom Baugh
573-696-5512**

Completed Projects 2007

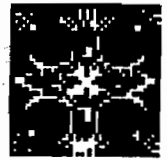
**City of Bowling Green
Storm Sewer
Bowling Green Mo
\$260831.50**

**Audrain County Commission
Bridge Construction(46400111)
Near Farber Missouri
\$216758.30
Dick Webber
573-473-5822**

**Pike County Commission
Bridge Construction(22)
Near Spencerburg
\$344270.30**

**Audrain County Commission
Bridge Construction (37100151)
Near Perry
\$212134.10
Dick Webber
573-473-5822**

**Audrain County Commission
Bridge Construction(38800161)
Near Rush Hill Missouri
\$333381.00
Dick Webber
573-473-5822**



**SHARP EXCAVATING
L.L.C.**

**43511 Adams Trail
Perry Mo 63462
573-565-2651
573-565-3009 Fax**

January 8, 2008

Completed Projects 2004

**Audrain County Commission
Bridge Construction
Near Laddonia Missouri
\$260,400
Contact: Derin Campbell
573-473-5813**

**Missouri Department of Transportation
Bridge Construction
Hermann, Missouri
Route VV
\$563,900
Contact: Tim Hellebusch
636-629-0060**

Completed Projects 2005

**Clark County Commission
Bridge Construction
Near Luray Missouri
\$270,200
Contact: Eddie Brewer
660-727-3283**

**Monroe County Commission
Bridge Construction
Near Granville Missouri
\$256,800
Contact: Donald Simpson
660-327-5106**

**Clark County Commission
Bridge Construction
Near Kahoka Missouri
\$426,000
Contact: Eddie Brewer
660-727-3283**

Sharp Excavating L.L.C.
41940 Hwy 154
P.O. Box 148
Perry Mo 63462
1-573-565-2651
1-573-565-3009 Fax

Currant Jobs not yet completed

City of Perry
Sidewalk Construction
Start Date 11-13-07
Estimated Completion Date June 2008
\$493498.00

Centralia R-VI School District
Grading Package for New Elementary School
Start Date September 9,2007
Estimated Completion Date June 2008
\$394500.00

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF RAIS

Arnold Sharp, being first duly sworn, deposes and

says that he is MANAGING member
(Title of Person Signing)

of SHARP EXCAVATING, L.L.C.
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Arnold Sharp

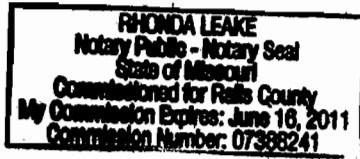
By _____

By _____

Sworn to before me this 23rd day of January, 20 08

Rhonda Leake
Notary Public

My Commission Expires 6-16-11



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF RAIS

Arnold Sharp, being first duly sworn, deposes and

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(Title of Person Signing)

of SHARP EXCAVATING, L.L.C.
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By Arnold Sharp

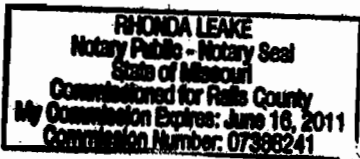
By _____

By _____

Sworn to before me this 23rd day of January, 20 08

Rhonda Leake
Notary Public

My Commission Expires 6-16-11



SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () joint venture
(X) corporation, incorporated under laws of the state of MISSOURI

Dated 1-24, 20 08
Name of individual, all partners, or joint venturers:

Arnold Sharp

Address of each:

43511 Adams Trail
Perry MO. 63462

doing business under the name of:

Address of principal place of business in Missouri:

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

SHARP EXCAVATING, LLC.

(If a corporation - show its name above)

P.O. Box 148
Perry MO. 63462

ATTEST:

Arnold Sharp
(Secretary)

managing member
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Ralls

On this 23rd day of January, 20 08

before me appeared Arnold Sharp to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

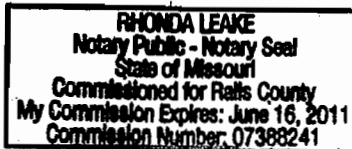
(if a corporation) that he is the Arnold Sharp managing member
President or other agent

of **SHARP EXCAVATING, LLC**, that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Perry State Bank the day and year first above written.

(SEAL) Rhonda Leake Notary Public

My Commission expires 6-16-11, 20 11.





BOONE COUNTY, MISSOURI
Request for Bid #03-24JAN08 River Road Bridge Project

ADDENDUM #1 - Issued January 23, 2008

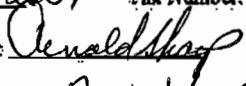
This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. Delete last paragraph on page 16.1 that reads as follows: No roadway shall be closed for a period longer than 38 consecutive days.
- II. Clarification: The approach slab does not need to be machine finished but shall have a finished surface that is raked or broomed.
- III. Note: The waterline described within the bid specifications has been relocated outside the proposed right of way limits.
- IV. Bids are still due by 1:15 p.m. on January 24, 2008 at the Boone County Purchasing Office, 601 E. Walnut, Room 209. The Bid Opening location has changed from the Boone County Commission Chambers, Boone County Government Center to the Boone County Purchasing Department, Conference Room 213, Johnson Building, 601 E. Walnut, Columbia, MO.

By: 
 Melinda Bobbitt, CPPB
 Purchasing Director

OFFEROR has examined copy of Addendum #1 to Request for Bid # 03-24JAN08 - River Road Bridge Project, receipt of which is hereby acknowledged:

Company Name: Sharp Excavating LLC
 Address: P.O. Box 148
Perry Mo. 63462
 Phone Number: 573-565-2651 Fax Number: 573-565-3009
 Authorized Representative Signature:  Date: 1-23-08
 Authorized Representative Printed Name: Arnold Sharp

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **River Road Bridge Project**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004**, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of \$700.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

Notes:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
1-23-08	1

COMPANY NAME: **SHARP EXCAVATING, LLC.**

ADDRESS: P.O. Box 148

CITY, STATE, ZIP: Perry MD. 63462

PHONE NUMBER: 573-565-2651

AUTHORIZED REPRESENTATIVE: Arnold Sharp

TITLE: Managing member

SIGNATURE: Arnold Sharp

Bond No. BID

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we SHARP EXCAVATING LLC, 43511 ADAMS TRAIL, PERRY, MO 63462-2110

as Principal hereinafter called the Principal, and MERCHANTS BONDING COMPANY
a corporation duly organized under the laws of the state of IOWA as Surety, hereinafter called the Surety,
are held and firmly bound unto BOONE COUNTY COMMISSION, 601 E. WALNUT, COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF BID AMOUNT-----

Dollars (\$ -----5%-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for BRIDGE REPLACEMENT; PROJECT # 07-548 - RIVER ROAD BRIDGE.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of January , 2008

Henry Ross
Witness

SHARP EXCAVATING LLC
Principal (Seal)

By: Ronald May
MANAGING member Name/Title

Perry A. Beckman
Witness

MERCHANTS BONDING COMPANY
Surety (Seal)

By: John H. Williams
John H. Williams Attorney-in-Fact

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John H. Williams, Terry A. Blickhan

of Quincy and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2008.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2008, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 24th day of January, 2008



William Warner Jr.
Secretary

PERFORMANCE BOND

BCND NO. MOC 52102

KNOW ALL PERSONS BY THESE PRESENTS, that we,
SHARP EXCAVATING LLC, 43511 ADAMS TRAIL, PERRY, MO 63462

as Principal, hereinafter called Contractor, and MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE, DES MOINES, IA 50391

a Corporation, organized under the laws of the State of IOWA
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Two hundred fifteen thousand, five hundred fifty four and 00/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated February 14, 2008 entered into a
Contract with Owner for:

**BID NUMBER 03-24JAN08
River Road Bridge Project
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

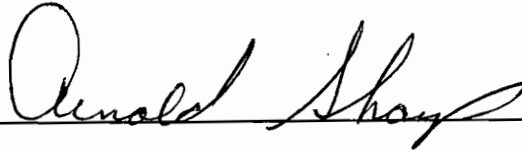
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Quincy, Illinois, on this 19th day of March, 2008.

SHARP EXCAVATING LLC

(Contractor)

(SEAL)

BY:

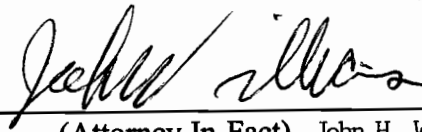


MERCHANTS BONDING COMPANY

(Surety Company)

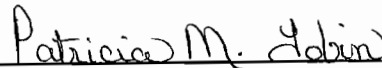
(SEAL)

BY:



(Attorney-In-Fact) John H. Williams

BY:



(Missouri Representative) Patricia M. Tobin

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

LABOR AND MATERIAL PAYMENT BOND

BOND NO. MOC 52102

KNOW ALL PERSONS BY THESE PRESENTS, that we, SHARP EXCAVATING LLC
43511 ADAMS TRAIL, PERRY, MD 63462,

as Principal, hereinafter called Contractor, and MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE, DES MOINES, IA 50391

a corporation organized under the laws of the State of IOWA, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Two hundred fifteen thousand,
five hundred fifty four and 00/100 DOLLARS

(\$ 215,554.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated February 14, 2008 entered
into a contract with Owner for

**BID NUMBER 03-24JAN08
River Road Bridge Project
BOONE COUNTY, MISSOURI**

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

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

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

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Quincy, Illinois on this 19th day of March 2008.

CONTRACTOR SHARP EXCAVATING LLC (SEAL)

BY: *Ronald Sharp*

SURETY COMPANY MERCHANTS BONDING COMPANY

BY: *John H. Williams*
(Attorney-In-Fact) John H. Williams

BY: *Patricia M. Tobin*
(Missouri Representative) Patricia M. Tobin

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John H. Williams, Terry A. Blickhan

of Quincy and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 14th day of February, 2008



Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID LR SHARP-1	DATE (MM/DD/YYYY) 03/17/08
PRODUCER Gallaheer Insurance Group Linda Reed P. Box 798 Mexico MO 65265-0798 Phone: 573-581-8330 Fax: 573-581-8372		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Sharp Excavating, L.L.C. P.O. Box 148 Perry MO 63462		INSURER A: United Fire Group	
		INSURER B: Missouri Employers Mutual Ins.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR xcu incl <input checked="" type="checkbox"/> per project GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60353789	04/09/07	04/09/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	60353789	04/09/07	04/09/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	60353789	03/17/08	04/09/08	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	MEM10954902	07/10/07	07/10/08	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A			United Fire Group	60353789	03/17/08	04/09/08	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project # 07-548 River Road Bridge - Boone County Commission is added as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

Boone County Commission	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Linda E. Reed
-------------------------	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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State Wage Rates	APPENDIX A
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Plan Sheets – River Road Bridge Project	APPENDIX C
USACE Permit – River Road Bridge Project	APPENDIX D
Geotechnical Report – River Road Bridge Project	APPENDIX E

***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for
03-24JAN08 - River Road Bridge Project
Project Number: 07-548

Scope of Project Construction for River Road Bridge Project: The three existing 96" CMPs will be removed and a 70' single span precast concrete I girder bridge will be constructed as shown on the plans. The slopes will be armored with rip rap and ditches will be established as shown on the plans.

Sealed bids, subject to the Instructions and General Conditions of Bidding, will be accepted until 1:15 p.m. on January 24, 2008, at the Boone County Purchasing Office, 601 E. Walnut, Room 209, Columbia, Missouri, 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

The bid is scheduled to be publicly opened after 1:30 p.m. on January 24, 2008 in the Boone County Commission Chambers, Boone County Government Center, 801 E. Walnut, Columbia, MO 65201.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not; and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Bids must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

Construction Bid Request and Plans may be obtained from Docucopy, LLC, 3334 Brown Station Road, Columbia, MO 65202, Telephone: (573) 814-1700 on payment of a **non-refundable fee of \$30.00 payable to the Road and Bridge Fund in the form of a check or money order.** A planholder's list is available for viewing at: <http://onlineplanroom.docucopyllc.com>.

In order to view the current prevailing wage statement, go to: www.showmeboone.com/purchasing and click on "current prevailing wage". This can be downloaded to your computer and printed. Once the bids are opened, the bid tabulation can be viewed and printed from this site as well.

If you cannot view/download the tabulation and/or current prevailing wage, contact Boone County Purchasing, located at 601 E. Walnut, Room 209, Columbia, Missouri 65201, telephone (573) 886-4392, or fax (573) 886-4390 for copies.

A pre-bid conference has been scheduled for January 18, 2008 at 10:00 a.m. in the Boone County Public Works office, 5551 Highway 63 South, Columbia, Missouri. The purpose of the meeting will

be to address any questions or concerns regarding the bid. All bidders are urged to attend. It is the bidder's responsibility to visit the site prior to submitting a bid (see page 4.1).

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **River Road Bridge Project**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004**, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of \$700.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

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

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

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the **River Road Bridge Project** will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract.

Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

On or about February 14, 2008, Owner will deliver to Contractor a Notice to Proceed. Contract Time shall commence upon delivery of Notice to Proceed. Contract Time shall not exceed 60 working days.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof seven working days prior to the submittal of bid. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bid Response,
2. Statement of Bidder's Qualifications,
3. Bidding Forms,
4. Anti-Collusion Statement,
5. Signature and Identity of Bidder,
6. Bidder's Acknowledgment,
7. *Performance Bond, and
8. *Labor and Material Payment Bond.

***FOR THE SUCCESSFUL BIDDER, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE SUBMITTED ON FORMS PROVIDED HEREIN.**

BID FORM
River Road Bridge Project
 Project No. 07-548

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

ROADWAY

Item	Description	Quantity	Unit	Unit Price	Extended Total
1.	Mobilization	1	LS		
2.	Traffic Control	1	LS		
3.	Construction Staking	1	LS		
4.	Excavation	2,020	CY		
5.	Approach Embankments	150	CY		
6.	1" Surface Rock	19	TONS		
7.	2" Type 1 Aggregate (Rolled Stone Base)	38	TONS		
8.	6" Type 2 Aggregate (2 ½" Minus Base)	114	TONS		
9.	Pipe Culvert (18" diameter CMP)	32	LF		
10.	Type II Rock Blanket	612	SY		
11.	Seeding/Fertilizing/Mulching	1	LS		

TOTAL ROADWAY COST =

BRIDGE

Item	Description	Quantity	Unit	Unit Price	Extended Total
12.	Removals	1	LS		
13.	Structural Steel Piles (HP10x42)	395	LF		
14.	BCPW Class D Concrete	101	CY		
15.	P/S Concrete I-Girder (70' Span)	3	EACH		
16.	Plain Neoprene Bearing Pads	6	EACH		
17.	Reinforcing Steel	14,075	LBS		
18.	Type A Guardrail	188	LF		
19.	Concrete Bridge Approach Slab	133	SY		

TOTAL BRIDGE COST =

TOTAL CONSTRUCTION COST =

Notes:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of _____

Dated _____, 20 ____
Name of individual, all partners, or joint
venturers:

Address of each:

doing business under the name of:

Address of principal place of business in
Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of _____

County of _____

On this _____ day of _____, 20 _____

before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the _____
President or other agent

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ the day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____

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INSURANCE REQUIREMENTS

CONTRACTOR'S 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 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.

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.

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.

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 the \$2,000,000.00 combined single limit for any one occurrence and not less the \$150,000.00 per individual, 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.

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 this policy 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 also apply.

PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this Contract and requiring a 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 ROAD.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, 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 Boone from its own negligence.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Public Works or Road and Bridge Department.

"Director" shall mean the Director of Boone County Public Works or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

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

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

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this 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, 1987.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: 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 the 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.

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

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and agrees to perform all the work required by the Contract as shown on the plans and specifications.

The following Contract documents and all addenda (if applicable), are made a part hereof as fully as if set out herein: Change orders issued subsequent to this Contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing:

1. Notice to Bidders,
2. Bid Response,
3. Statement of Bidder's Qualifications,
4. Instructions to Bidders,
5. Bid Form,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment,
9. Insurance Requirements,
10. Contract Conditions,
11. Contract Agreement,
12. Performance Bond,
13. Labor and Material Payment Bond,
14. General Specifications,
15. Technical Specifications,
16. Special Provisions,
17. Affidavit - Prevailing Wage,
18. State Prevailing Wage Rates,
19. Notice to Proceed,
20. Boone County, Missouri Roadway Regulations Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004, and,
21. Missouri Standard Specifications for Highway Construction, Dated 2004.

It is understood and agreed that, except as may be otherwise provided for by the **General Specifications** and **Technical Specifications**, the work shall be done in accordance with the Boone County, Missouri Roadway Regulations Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004 or the Missouri Standard Specifications for Highway Construction, Dated 2004. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations and the Missouri Standard Specifications for Highway Construction, the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations will govern the work.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the Contract.

The work shall be done to complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

\$ _____
as full compensation for the performance of work embraced in this Contract, subject to
adjustment as provided for changes in quantities and approved change orders.

DATE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
_____ at Columbia, Missouri.

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By: _____

Ken Pearson, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____

Authorized Representative (Signature)

ATTEST:

By: _____

Authorized Representative
(Print or Type Name)

Title: _____

Secretary

Approved:

Approved as to Legal Form:

David W. Mink, P.E., Public Works Director

John L. Patton, County Counselor

Certification

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

Auditor

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

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in accordance with plans and specifications prepared by Harrington & Cortelyou, Inc., which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, 20____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

NO. 07-548: River Road Bridge Project

in accordance with drawing and specifications prepared by Harrington & Cortelyou, Inc. which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20 _____

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond).

GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications** and **Technical Specifications**, the work shall be done in accordance with the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004 or the Missouri Standard Specifications for Highway Construction, Dated 2004. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations and the Missouri Standard Specifications for Highway Construction, the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations specifications will govern the work.

I. DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Dated 2004" hereinafter the MODOT Specifications.

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Director of the Boone County Public Works Department acting by and through any of his authorized representatives.

II. PROPOSAL REQUIREMENTS AND CONDITIONS

A. Interpretation of Proposed Quantities. The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

B. Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

C. Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

III. AWARD AND EXECUTION OF CONTRACT

Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

IV. SCOPE OF WORK

Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the Contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

V. CONTROL OF WORK

A. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

B. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

C. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

D. The Engineer has set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

VI. CONTROL OF MATERIAL

A. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

B. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

VII. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Safety Provisions. Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

VIII. PROSECUTION AND PROGRESS

A. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

B. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

IX. MEASUREMENT AND PAYMENT

A. The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

B. No payments will be made on account of materials not yet incorporated into the work.

C. From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section M. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

D. Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

1. Failure to properly submit material certifications and substantiating test reports required under Section VI.
2. Failure to properly submit certified copies of labor payrolls required under Section XI.
3. Defective work not remedied.
4. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
5. A reasonable doubt that the contract can be completed for the balance then unpaid.
6. Damage to another Contractor.

E. If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

F. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

G. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical

section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

H. Measurements will be made for unsuitable material actually excavated and removed to permit the proper compaction in cut sections and in foundations for embankment sections. No measurement will be made of the suitable material temporarily removed and replaced to facilitate compaction in cuts or under shallow embankments. No direct payment will be made for water required to compact work. Any cost involved in reducing the moisture content in soils will be at the expense of the Contractor.

I. Excavated material stockpiled in accordance with MoDOT Section 203.4.9 will be measured in the stockpile by the average end area method.

J. Compacting in cuts will not be measured, but will be considered incidental to the work and no direct payment will be made.

K. Payment for roadway and drainage excavation will be made at the contract unit price which shall be full compensation for the excavating and hauling; placing and forming of embankments; preparation of subgrade; rounding of slopes, finishing of graded earth roadway; and any other work noted on the plans to be included in the contract unit price for excavation. No payment will be made for material used for purposes other than those designated, except as approved by the Engineer.

L. Payment for the removal of any unsuitable material will be at the contract unit price for excavation. Payment for the material for backfilling required undergraded areas will be at the contract unit price for embankment. If additional fill material is required for the backfill of undergraded areas, the additional fill material shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to that portion of work. The Contractor shall be responsible for obtaining all necessary permits and easements for providing additional fill. No direct payment for locating, securing easements, securing permits, furnishing or hauling additional fill material required for the backfill of undergraded areas will be made.

M. Release of Retained Percentages:

1. Prior to any release of retained percentage the Contractor shall file with the County the following:

a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

b. Written consent of the surety to such payment;

c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and

d. Any other documents which may be required by the contract or the Engineer.

2. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law.

3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

X. MATERIAL AND WORKMANSHIP

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

XI. STATE WAGE RATE REQUIREMENTS

A. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

B. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

C. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

D. The County will check payrolls, with the following checks being made to insure proper labor compliance:

1. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
2. Check the payroll for correct employee classification.
3. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
4. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
5. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.

6. All checking by the County will be made in red pencil and initialed by the checker.
7. Final payroll will be marked "Final" or "Last Payroll".
8. A record of all payrolls will be maintained by the County.

E. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

1. In the Owner's office:
 - a. Missouri Equal Employment Opportunity Notice.
 - b. PR-1022, Title 18, Section 1020, Notice on False Statements.
2. On the Project:
 - a. State Wage Rates Notice.
 - b. PR-1022, Title 18, Section 1020, Notice on False Statements.
 - c. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
 - d. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
 - e. Notice requesting referral of minorities by present employees.

F. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

XII. SPECIFICATIONS AND PLANS

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

XIII. PROTECTION OF WORK

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

XIV. REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

The 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 Engineer, 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 Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

XV. INTERFERENCE

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

XVI. METHOD OF PAYMENT

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications** and **Technical Specifications**, the work shall be done in accordance with the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004 or the Missouri Standard Specifications for Highway Construction, Dated 2004. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations and the Missouri Standard Specifications for Highway Construction, the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations specifications will govern the work.

All references to Sections of the Missouri Standard Specifications for Highway Construction, Dated 2004 in these Technical Specifications are shown as "MoDOT Section" followed by the appropriate number.

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A. SUMMARY OF WORK

1.0 Project Description. The work includes, but is not limited to, the following:

1.1 Removing the three existing 96" CMPs and constructing a 70' long prestressed concrete I-girder bridge with cast-in-place end bents on structural steel piles.

1.2 Reshaping the existing channel under the bridge and just up and downstream to match the existing channel.

1.3 Grading roadway, installing embankment, ditches and regrading slopes as shown on the Plans and armoring the proposed channel slopes with Type II Rock Blanket as shown.

2.0 Related Documents.

2.1 Plans and general provisions of Contract, including General Specifications.

2.2 The Contractor shall keep at least one set of the plans and specifications available on the site at all times for construction purposes.

2.3 The Contractor shall keep at least one copy of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004 on site at all times for construction purposes.

3.0 Contractor Use of Premises.

3.1 The Contractor shall comply with all laws, ordinances, rules and regulations applicable to the work, **including Corps of Engineers and Missouri Department of Natural Resources permits**. Permits can be requested from Boone County Public Works before work begins.

3.2 The Contractor shall confine construction equipment, storage of materials and the operation of workers to the project site and other areas identified by the Contract Documents.

3.3 The Contractor shall keep the site free from accumulated waste materials, rubbish and other debris during the progress of the work and shall leave the site in equal or better than original condition.

3.4 The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.

3.5 The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

3.6 The Contractor shall not conduct work or have equipment within the creek channel whenever possible.

4.0 Coordination.

4.1 The Contractor shall coordinate the construction schedule and operations with the County.

4.2 The Contractor shall prepare a detailed phasing plan. The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

4.3 The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.

4.4 It is the Contractor's responsibility to locate all utilities within and adjacent to the project area prior to the start of construction. If a utility is found to be in direct conflict with the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer and Contractor will coordinate with the utility, and the Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the project is being constructed. Relocation, shielding (booting) and/or support of utilities which are near the construction location, but not in direct conflict, shall be considered incidental to the work. Relocation of utilities that are in direct conflict with the proposed work that have not been damaged by the Contractor or Contractor's Subcontractor, and relocation of utilities that are required due to the scope of work shown in the Project Plans & Specifications shall be the responsibility of the County. However, if utilities are damaged by the Contractor or Contractor's Subcontractor due to unauthorized work, work not shown in the Project Plans and Specifications, inadequate utility shielding or other negligence by the Contractor, then the Contractor shall be responsible to have the utility service repaired to the satisfaction of the County and affected utility company.

4.5 The Contractor shall give the County 48-hour notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.

4.6 The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

5.0 Measurement and Payment.

5.1 Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the bid form. If work is not directly listed on the bid form, it shall be considered incidental to the total project.

5.2 If a disagreement exists between plans and specifications, the specifications shall take precedence.

B. QUALITY CONTROL

1.0 Quality Control. The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services and reports.

1.1 General. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.

1.2 Control of Materials shall comply with Section 100 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004

2.0 Quality Assurance Control of Installation.

2.1 It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of quality equal to or exceeding that specified.

2.2 The Contractor shall comply with specified standards as defined as the minimum quality for the work.

2.3 All work shall be performed by persons qualified to produce workmanship of specified quality.

2.4 The Contractor shall follow manufacturer's recommendations for installation.

3.0 Inspection and Testing Services.

3.1 The Contractor shall give the County's representative a 48-hour notice of readiness for all required inspections, tests, or approvals.

3.2 Testing will conform to the current standard specified to assure quality.

3.3 The inspection and testing fees will be responsibility of the Contractor. There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

C. TEMPORARY FACILITIES AND CONTROLS

1.0 Section Includes the following:

1.1 Temporary Utilities: Sanitary facilities.

1.2 Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.

1.3 Construction Facilities: Access roads, parking, progress cleaning, and project signage.

2.0 Temporary Utilities.

2.1 Temporary Sanitary Facilities. The Contractor shall provide and maintain such accommodations, for the use of his employees, to comply with the requirements and regulations of the Department of Natural Resources. Existing facilities shall not be used.

3.0 Temporary Controls.

3.1 Barriers.

3.1.1 The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

3.1.2 The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.

3.1.3 The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.

3.1.4 The Contractor shall protect vehicular traffic, stored materials, and structures from damage.

3.1.5 The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

3.2 Water Control. The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

4.0 Construction Facilities.

4.1 Access Roads. The Contractor shall arrange for temporary parking areas to accommodate construction personnel.

5.0 Removal of Utilities, Facilities and Controls.

5.1 The Contractor shall remove temporary above ground or buried utilities, equipment, facilities and materials, prior to substantial completion.

5.2 The Contractor shall clean and repair damage caused by installation of temporary facilities.

5.3 The Contractor shall restore the existing facilities used during construction to original conditions.

D. TRAFFIC CONTROL PLAN

1.0 General. The roadway shall be closed to through traffic before removal of the existing corrugated metal pipes and during construction. This work shall consist of furnishing and maintaining traffic control devices, as shown on the Plans, and supplemented by other devices as may be deemed necessary by the Contractor to safely construct the work. Details of barricades and signs shall be in accordance with MoDOT Standard Plans for Highway Construction. All traffic control devices used shall comply with the Manual on Uniform Traffic Control Devices (MUTCD).

1.1 Placement and maintenance of Traffic Control Devices shall conform to MoDOT Section 616.

1.2 For roadway closure, the Contractor shall provide 24-hour notification to Joint Communications, and the Contractor shall notify these entities upon reopening the roadway to traffic.

1.3 The contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.4 The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.5 All traffic control devices shall be removed after completion of the construction. No measurement of traffic control devices will be made under this Contract. The costs of installing,

cleaning, and maintaining the traffic control devices shall be included in the Lump Sum bid price for Traffic Control.

2.0 Materials. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices and other traffic control devices shall conform to Part 6 of the MUTCD.

3.0 Execution.

3.1 Placement, removal and maintenance of traffic control devices shall conform to MoDOT Sections 616.4.

3.2 During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.

E. CLEARING AND GRUBBING

1.0 All areas within the construction limits may be cleared and grubbed as necessary to complete the Contractor's work.

1.1 No measurement of clearing and grubbing will be made. Removal and disposal of trees, debris and vegetation in the construction area or as indicated on the Plans will be included in clearing and grubbing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

1.2 Clearing and grubbing shall comply with Section 200 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

1.3 Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

F. REMOVALS

1.0 General. The Contractor is responsible for the removal of fencing, surfacing, base course and other objects, structures and existing improvements which conflict with the work and are not designated to remain in place.

1.1 It is the intent that the demolition be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.

1.2 The Contractor shall comply with all local, state and federal requirements regarding materials, methods of work and disposal of excess and waste materials.

1.3 The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on the Plans and all off-site trees and plants from damage.

1.4 No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

2.0 Execution. The existing structures shall be removed in accordance with MoDOT Section 216. Prior to any removals, the Contractor shall inspect the entire site with the County and

verify all objects designated to be removed or to be preserved. The Contractor shall also obtain a written list from the County of any items to be removed which the County wishes to retain as County property.

2.1 The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve, in operating condition, all active utilities traversing the site.

2.2 Construction Limits. The Contractor's operations shall be restricted to areas inside and near the right-of-way easements and work authorization as indicated on the Plans. Damage by the Contractor outside the construction easements and permanent right of way shall be repaired at no additional expense to the County.

G. EXCAVATION AND EMBANKMENT

1.0 General. Embankment shall be constructed in accordance with this Specification. This work shall consist of grading and finish grading of subsoil, rough grading (excavation and compaction) for roadway and constructing and compacting the required embankment from excavation of ditches and creek. This work shall be performed in conformance with the lines, grades, and typical sections shown on the Plans.

1.1 If there is insufficient excavated material at the bridge site to build the required embankment, the Contractor will be required to locate, furnish and haul acceptable fill material to the bridge site to complete the embankment. The Contractor shall be totally responsible for negotiations with property owners and for complying with all requirements related to preservation of cultural resources. The borrow area shall be restored in an aesthetically pleasing manner.

2.0 Required Clearances for Borrow Areas.

2.1 The necessary clearances for Contractor furnished borrow areas shall be obtained prior to using the borrow area for the project. The Contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or borrow areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The following sections address the primary environmental issues related to clearance of borrow areas:

2.1.1 Endangered Species Act. Request a search of the Heritage Database to determine if there are any known endangered or sensitive species or communities at the proposed site. All queries must be accompanied by a good quality map illustrating the location of the proposed site.

Missouri Department of Conservation (MDC)
Planning Division
P.O. Box 180
Jefferson City, Missouri 65102-0180
Telephone Number 573.751.4115 or FAX 573.751.4495

Should MDC have no records for the proposed site and it is unlikely that sensitive species or important habitat will be damaged by this borrow activity, the Contractor may proceed. Further coordination with MDC shall be required if the presence of or the likelihood of Federally threatened or endangered species or critical habitat is indicated. Should MDC indicate that only state listed rare or endangered species will be impacted, the Contractor should work to reduce

the potential impact to those species. However, state listed species are not protected by state regulations that require measures of protection.

Any impact to habitats with known occurrences of species Federally listed as threatened or endangered by the U.S. Fish and Wildlife Service (FWS) is not allowed by the Endangered Species Act without coordination with FWS.

Columbia Field Office
U.S. Fish and Wildlife Service (FWS)
608 East Cherry Street
Columbia, Missouri 65201
Telephone Number 573.876.1911 or FAX 573.876.1914

Should concerns be expressed regarding any species in this area, it may be advisable to locate another borrow area.

2.1.2 Farmland Protection Policy Act. Compliance with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contribution to the unnecessary and irreversible conversion of farmland caused by non-agricultural uses, is required.

An aerial map showing the borrow site and Form AD-1006 need to be submitted to the Natural Resources Conservation Services (NRCS) serving the area. Form AD-1006 may be obtained from the NRCS office. Parts I and III of Form AD-1006 should be completed by the Contractor. The form should be sent to the NRCS for completion of Parts II, IV, and V. The NRCS office should be instructed to return the form to:

Harrington & Cortelyou, Inc.
911 Main Street, Suite 1900
Kansas City, Missouri 64105

Parts VI and VII will be completed by Harrington & Cortelyou and the completed form will be returned to the Contractor for documentation of compliance. A copy of the form will be retained by the County.

2.1.3 Wetlands. A Federal Executive Order has decreed a national policy of "no net loss of wetlands". Under this policy, any impact to wetlands must be avoided if at all practical. When a borrow area has an impact on wetlands, the impact must be mitigated by construction or enhancement of a like quantity and quality of new wetlands. Avoiding an impact to wetlands is a primary goal.

To determine if a site occurs in a wetland, the United States Department of Agriculture should be contacted. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available at the local NRCS office. Should wetlands be identified on the Food Security Act Maps, a site visit may be needed to confirm the location of the wetlands. If there is no impact to wetlands, no further action need be taken.

If there are questions regarding the extent of wetlands that cannot be avoided, the U.S. Army Corps of Engineers (COE) should be contacted. A COE 404 Permit must be processed through the Corps office that has jurisdiction over the project area.

2.1.4 Hazardous Waste Sites. Proposed borrow sites will probably be located in rural areas which have been used for agricultural or similar purposes. Hazardous wastes are most typically associated with commercial or industrial properties, past or present.

Hazardous wastes are unlikely if the proposed borrow area is basically farmland or pasture and has not been used for any commercial activity or dumping. The Contractor should document the historic land use of the parcel and explain how this assessment was obtained. The Contractor should provide the following documentation to the County: who was contacted and the results of the contact. If potential problems are identified during the search for information, it would be wise to locate another borrow area.

2.1.5 Cultural Resources. All projects requiring environmental clearance for cultural resources (archaeological sites and structures) must be reviewed and approved by the Missouri Department of Natural Resources' (MDNR) Historic Preservation Program (HPP). To initiate the HPP review and clearance of a borrow site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to the HPP along with the necessary documents. Copies of the "Section 106 Project Information Form" may be obtained from the following:

Historic Preservation Program
Department of Natural Resources
Attention: Review & Compliance
P.O. Box 176
Jefferson City, Missouri 65102
Telephone Number 573.751.7858

Based on the information submitted, HPP may clear the project or request that the Contractor acquire the services of an archaeological consultant to conduct a cultural resource survey of the proposed borrow site.

2.2 After the Contractor has obtained all of the above data and clearances, they should be submitted to the County. The transmittal letter must include the County, Route and Job Number of the project for which borrow will be used. A map indicating the location and limits of the borrow area must be included.

2.3 No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in contract time will be considered for any delay caused by receiving the required clearances.

3.0 Measurement and Payment.

3.1 No final measurement of excavation and embankment will be made. Plan quantity will be used as the basis of compensation unless:

- a. Errors are found in the original quantity or surface elevations shown on the Plans;
- b. An authorized change is made to the typical section or grade; or
- c. Rock is encountered.

3.2 Payment for all soil excavation and cut compaction shall be included in the contract Cubic Yard bid price for Excavation and shall include disposal of any excess or unsuitable material.

3.3 Payment for all fill placement shall be included in the contract Cubic Yard bid price for Approach Embankments and shall include placement of topsoil.

4.0 Materials. Excavation and embankment materials shall comply with Section 201 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

5.0 Construction Requirements.

5.1 Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area.

5.2 Excavation and embankment execution shall comply with Section 201 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004, except that all embankment shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.

5.3 Embankment around the end bents shall be placed in lifts and compacted by hand or mechanical tamper or other means acceptable to the Engineer. In no instance shall backfill be dumped, bull-dozed, or otherwise deposited in bulk upon the newly constructed structure. After the required curing time, the excavation shall be backfilled by depositing, entirely without shock and with careful tamping, suitable earth or other acceptable material in lifts not to exceed 8 inches in compacted thickness.

5.4 No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18-inches of the embankment.

5.5 All embankment material placed shall be tested by an Independent Testing Laboratory selected by the Contractor and approved by the Engineer. All payment for cost associated with this testing shall be the Contractor's responsibility and incidental to the construction. The Independent Testing Laboratory shall furnish written documentation to the Owner certifying that the embankment placed is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.

5.6 Rock excavation is not anticipated on this project. The County shall be notified should rock be encountered during excavation.

5.7 The Contractor shall be responsible for all construction staking and complying with the lines, grades and typical section shown on the Plans.

5.8 The Engineer reserves the right to perform independent staking to check for conformance.

H. EROSION CONTROL

1.0 General.

1.1 **Project Description.** The Contractor is responsible for seeding/fertilizing/mulching along areas of regrading that are outside the limits of the proposed rock blanket.

1.2 Erosion control measures shall comply with Sections 270, 272, 275, and 287 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

1.3 **Measurement and Payment.** No final measurement will be made for Seeding/Fertilizing/Mulching. Seeding/Fertilizing/Mulching shall be paid as lump sum.

2.0 Products. Seeding/Fertilizing/Mulching shall comply with Sections 270, 272, and 275 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

3.0 Execution.

3.1 Seeding shall be applied between March 15th and May 15th or between August 15th and October 15th.

3.2 Seeding/Fertilizing/Mulching shall comply with Sections 270, 272, and 275 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

I. PIPE CULVERT INSTALLATIONS

1.0 The Contractor shall install zinc coated, corrugated, metal pipes of the sizes and lengths as indicated on the Plans. Such installation shall include excavation and hardware necessary for couplings, flap gates and other items as may be necessary, or shown on the Plans. The use of spiral corrugated metal pipes is not acceptable. All corrugated, metal pipe installations shall comply with Section 260.3.4 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations.

J. ROCK BLANKET

1.0 General. The Work consists of the installation of a Type II Rock Blanket for erosion control on the slopes of the proposed channel under the proposed bridge and along the banks of the roadway as shown on the Plans.

1.1 Measurement and Payment. Payment will be made at the contract unit price per Square Yards for "Type II Rock Blanket". The over excavation quantities in order to install rip rap along the slopes has been figured into the excavation quantity in the bid form. However, no payment will be made for material placed that exceeds the limits shown on these Plans, unless authorization is received by the Engineer prior to placement. The geotextile fabric will be considered incidental to the rock blanket.

1.2 Materials.

1.2.1 Materials for rock blanket shall be Type II Rock Blanket in conformance with Section 213 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

1.2.2 Acceptance of quality and size of material may be made by visual inspection at the job site.

1.3 Installation.

1.3.1 Installation shall be similar to Detail 530.03 in the Boone County, Missouri Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004 and as shown on the Plans.

1.3.2 The area where rock blanket is placed shall be excavated so the finished rock blanket surface will be flush with the streambed or banks. The finished surface of the blanket shall present an appearance free from segregation with a proportionate quantity of the larger pieces

showing.

1.3.3 Place rock to a minimum 2' thickness of rock blanket; and extents as shown on the Plans. Eliminate large voids.

1.3.4 The rock blanket, complete-in-place, will be subject to acceptance or rejection by the Engineer on the basis of visual examination.

2.0 Erosion Control Geotextile.

2.1 General. Geotextile shall be furnished for use under rock blanket, rock fill, revetment, or rock lining. The quantities of erosion control geotextiles, as shown on the Plans, may be increased or decreased at the direction of the Engineer, based on construction procedures and actual site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

2.2 Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled, or tagged, to provide product identification sufficient for inventory and quality control purposes. Rolls shall be stored in a manner which protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.

2.3 Certification and Sampling. The Contractor shall furnish a manufacturer's certification in triplicate, stating that the material supplied conforms to the requirements of these specifications. The certification shall include or have attached, typical results of tests for the specified properties, representative of the materials supplied. The Engineer reserves the right to sample and test any material offered for use. Acceptance will be based on the certification and the results of any tests the Engineer may perform.

2.4 Materials. The geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

2.5 Installation.

2.5.1 Geotextile Exposure Following Placement. Exposure of geotextiles to the elements between laydown and cover shall be a maximum of fourteen (14) days to minimize damage potential.

2.5.2 Erosion Control Placement. The geotextile shall be placed and anchored on a smooth graded surface as approved by the Engineer. The geotextile shall be placed in such a manner that placement of the overlaying materials will not excessively stretch or tear the fabric. Anchoring of the terminal ends of the geotextile shall be accomplished through the use of key trenches, or aprons at the crest, and the toe of the slope. In certain applications, 18-inch long anchoring pins, placed on two to six-foot centers, as required, are recommended to facilitate construction.

2.5.3 Slope Protection Placement. Successive geotextile sheets shall be overlapped in such a manner that the upstream sheet is placed over the downstream sheet, or upslope over downslope. In underwater applications, the geotextile and required thickness of backfill material shall be placed the same day. The backfill placement shall begin at the toe and proceed up the slope. Heavy stones and broken concrete shall not be dropped onto the geotextile from a height of more than one (1) foot. Smaller sizes of stone shall not be dropped onto the geotextile from a

height exceeding three (3) feet. Height of drop, in any case, shall be controlled to minimize damage and displacement of the geotextile. The Contractor may be required to demonstrate that the method of placement of rock will prevent damage to the fabric.

2.5.4 Seams. The geotextile shall be joined by either sewing or overlapping. All seams shall be subject to the approval of the Engineer. Overlapped seams shall have a minimum overlap of 18 inches except where placed under water where the overlap shall be a minimum of three (3) feet.

2.5.5 Repair. A geotextile patch shall be placed over any damaged areas and extend three (3) feet beyond the perimeter of the tear or damage.

2.6 Payment. No direct payment shall be made for erosion control geotextile. Cost for this item shall be included in pay item for Type II Rock Blanket.

K. CONTRACTOR'S CROSSING

1.0 If required, the crossing shall be constructed of clean stone meeting the requirements of the Technical Specifications for Rock Blanket included herein. No earth fill will be allowed.

1.1 The area defined for the rock blanket as detailed on the Plans includes an allowance for the Contractor's crossing within the project limits. Should the Contractor elect to locate the Contractor's crossing outside the project limits of the Rock Blanket as detailed, the Contractor shall provide rock blanket protection to all banks disturbed during construction. This additional rock blanket shall be in accordance with the Technical Specifications for Rock Blanket and at no additional cost to the Project.

L. STEEL PILING

1.0 Project Description. The Work consists of the use of steel piling for use in the construction of the bridge substructure.

1.1 Submittals. The Contractor shall supply a certification of specification compliance.

1.2 Measurement and Payment.

1.2.1 Measurement of steel piling will be made to the nearest linear foot. The Contractor will include all labor and material costs in the Linear Foot bid price for Structural Steel Piles.

1.2.2 No additional payment will be made for pile splicing.

2.0 Materials. Steel piling shall be the size and type as indicated on the Plans and shall be driven to refusal, unless a formula resistance bearing capacity is shown for friction piling. Full length of steel piling is preferred, but pile splices may be made with full penetration butt welds.

M. CONCRETE

1.0 General. The Work consists of the use of Boone County Public Work (BCPW) Class D Concrete for the construction of all cast-in-place concrete structures.

1.1 The Contractor shall provide submittals as specified in Section 250.5 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

1.2 Measurement and Payment. Measurement of concrete will be made to the nearest cubic yard. The Contractor will include all labor and material, and testing costs in the Cubic Yard bid price for BCPW Class D Concrete. No final measurement will be made except for authorized changes during construction or where appreciable errors are found in the contract quantity.

2.0 Materials. Materials for BCPW Class D Concrete shall be in conformance with Section 250 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

3.0 Execution.

3.1 Placement, Sampling and Testing of Materials for BCPW Class D Concrete shall be in conformance with Section 250 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

3.2 For cold weather requirements for mixing, placing and maintaining after placement, refer to Section 250.7 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

N. REINFORCING STEEL

1.0 Project Description. The Work consists of the use of reinforcing steel for the construction of all cast-in-place concrete structures.

1.1 Submittals. The Contractor shall supply a certification of specification compliance.

1.2 Measurement and Payment. Measurement of reinforcement for Portland cement concrete will be made to the nearest pound. The Contractor will include all labor and material costs in the per Pound bid price for Reinforcing Steel. No final measurement will be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The reinforcing steel necessary for the bridge approach slabs will be included in the unit bid price for Concrete Bridge Approach Slab.

2.0 Materials. Materials for reinforcing steel shall be in conformance with Section 238 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

2.1 Reinforcing steel shall be epoxy coated per MoDOT Specifications.

O. PRECAST CONCRETE PRODUCTS

1.0 The following procedures have been established for the acceptance of precast double-tee, I-Girder, box-girder and slab panels. Shop drawings shall be submitted to the Engineer for review and approval. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. Quality assurance shall be the responsibility of the Contractor. Prior to payments for precast products, the Contractor shall furnish:

- a. Fabricator's certification of contract compliance and substantiating test reports.
- b. Certified mill test reports including results of physical tests on the prestressed strands and reinforcement as furnished.

c. Test reports on concrete cylinder breaks.

1.1 The Engineer reserves the right to inspect the work at any stage of fabrication. The County or Engineer will verify and document that dimensions of the units were checked at the job, and found to be in compliance with the shop drawings.

P. GUARDRAIL

1.0 **General.** This item shall include the furnishing of all materials, labor and equipment necessary to construct the MoDOT Type A guardrail posts and rails and end sections in conformity with the lines, grades, and dimensions shown on the Plans and in accordance with provisions of MoDOT Section 606. Both posts and rails shall be galvanized.

1.1 End sections and terminal sections shall be as shown on the Plans.

2.0 **Measurement and Payment.** Measurement of bridge rail will be made to the nearest linear foot for each structure measured along the face of the beam, from center to center of end posts. Final measurement of the completed bridge rail will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. All portions of the guardrail including end terminal sections and all object marker signs shall be included in the Linear Foot bid price for Type A Guardrail.

3.0 Installation.

3.1 Install MoDOT Type A guardrail in accordance with manufacturer's instructions and as shown on the Plans.

3.2 Space the posts on a 6-foot 3-inch spacing (On-Center).

3.3 End Type A guardrail using the end sections as shown on the Plans.

Q. AGGREGATE

1.0 **General.** The Work consists of the placement of road gravel consisting of 6 inches of Type 2 Aggregate (2½ inch Minus Base), 2 inches of Type 1 Aggregate (Rolled Stone Base) and 1 inch Surface Rock on a prepared subgrade.

1.1 Measurement of aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for 6 Inch Thickness of Type 2 Aggregate (2 ½ inch Minus Base), 2 Inch Thickness of Type 1 Aggregate (Rolled Stone Base) and 1 inch thickness of 1 inch Surface Rock.

1.2 Payment for 6 inch Type 2 Aggregate, 2 inch Type 1 Aggregate and 1 inch Surface Rock will be made at the contract per Ton bid price. However, no payment will be made for material placed that exceeds the limits shown on these Plans, unless authorization is received by the Engineer prior to placement.

2.0 Materials.

2.1 The material to be used will be Type 2 Aggregate (2 ½ inch minus Base) and Type 1 Aggregate (Rolled Stone Base) as specified in Section 210 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

2.2 The 1 inch Surface Rock shall be the same material as provided to the County for Surface Rock by local quarries.

3.0 Execution.

3.1 The Type 2 Aggregate (2 ½ inch Minus Base) will be 6 inches thick, the Type 1 Aggregate (Rolled Stone Base) will be 2 inches thick, while the 1 inch Surface Rock will be 1 inch thick, serving both as the new gravel roadway sections and the shoulders adjacent to the approach pavement.

3.2 Placement of aggregate for roadway shall comply with Section 212 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

R. CONCRETE SLAB

1.0 **Description.** This work shall consist of the construction of a concrete bridge slab by precast prestressed panels as permanent structural forms interacting with a reinforced cast-in-place topping.

2.0 **General.** The concrete slab shall be constructed in accordance with the MoDOT Standard Specifications, these specifications and in conformity with lines, grades, thicknesses, and typical cross sections shown on the Plans.

2.1 This concrete slab should be bid per cubic yard of concrete, including prestressed panels and all slab concrete.

2.2 The Contractor shall be responsible for preparing reinforcing schedules and shop drawings for construction of the concrete slab. These shop drawings shall be submitted to the Engineer for approval.

3.0 **Construction Methods.** The cast-in-place portion of the concrete slab shall be constructed in accordance with MoDOT Section 703 and these Technical Specifications. The reinforced concrete slab shall be constructed of BCPW Class D concrete and Grade 60 Reinforcing.

3.1 Precast Prestressed Concrete Panels shall be used for forming between the exterior girders. Conventional forming shall be used for the overhang of the exterior girder.

3.1.1 **Splicing of Strands.** One approved splice per pretensioning strand will be permitted provided the splices are so positioned that none occur within a member. Strands which are being spliced shall have the same "twist" or "lay". Allowance shall be made for slippage of the splice in computing strand elongation.

3.1.2 **Wire Failure.** Failure of one wire in a seven wire pretensioning strand may be accepted, provided that, it is not more than two percent of the total area of the strands.

3.1.3 **Concrete.** Concrete for the prestressed panels shall conform to all requirements for Class A1 (6000 psi) Concrete except that the coarse aggregate shall meet the requirements of Section 1005.2.4 Gradation E of the MoDOT Standard Specifications.

The use of Type I or Type III cement will be the option of the Contractor, unless otherwise specified.

3.1.4 Preparation of Panel. The top surface of the panel shall receive a roughened finish to facilitate bond with cast-in-place deck. The scoring shall be perpendicular to the prestressing strands in the panel and shall be 1/8 inch in depth.

Just prior to placing concrete, the panels shall be cleaned by high pressure water. There shall be no free water standing on the panels when concrete is placed. If this method of cleaning does not appear sufficient to remove laitance or other foreign matter, sandblasting these areas will be required followed again by high pressure water cleaning prior to concrete placement.

4.0 Construction. All forms shall be installed in accordance with approved fabrication and erection plans.

5.0 Placing of Concrete. Concrete shall be placed in accordance with the MoDOT Standard Specifications. Particular emphasis shall be placed on uniform vibration of the concrete to avoid honeycomb and voids, especially at construction joints, and valley and ends of forms. Pouring sequences, procedures, and mixes shall be approved by the Engineer. Any admixture containing chloride salts shall not be used in the concrete placed on permanent steel bridge deck forms.

5.1 When square end panels are used at skewed bents, it is required that the skewed portion be cast full depth. The Contractor is responsible for determining the length and number of transverse and longitudinal bars in the lower mat of reinforcing. No separate payment will be made for additional concrete and reinforcing required.

6.0 Payment. The amount of completed and accepted work will be paid for at the contract unit price which shall include full compensation for furnishing and placing all forms, and any surface preparation required, furnishing and placing all concrete for the concrete slab, haunches and all integral diaphragms, all labor, equipment, tools and incidentals necessary to complete the work. Payment will be made under the contract unit price for "BCPW Class D Concrete", per cubic yard.

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SPECIAL PROVISIONS

The plans show horizontal and vertical survey control points sufficient for staking of the project. The Contractor shall be responsible for maintaining all control points after construction has begun and throughout the project construction. It will be the responsibility of the Contractor to provide all construction staking necessary to provide assurance that construction is occurring in the correct location. In addition, the Contractor shall be responsible for replacement by a Land Surveyor, licensed and registered in the State of Missouri, of any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The County shall be notified in writing prior to removal or disturbance of any such corners or monuments.

The bid quantities for earthwork are raw volumes and no shrinkage factors have been applied. It is the contractor's responsibility to evaluate these quantities and include any shrink/swell adjustment factors in their calculations. All embankment material, including on-site and imported materials, must be approved for use as suitable embankment by on-site inspection prior to placement.

No roadway shall be closed for a period longer than 28 consecutive days.

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AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____
State of _____, personally came and appeared _____ of the
_____ (name and title)
_____ (a corporation) (a partnership) (a proprietorship)
_____ (name of company)

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

_____ located at
_____ (name of project)
_____ in _____ County,
_____ (name of institution)
Missouri and completed on the _____ day of _____, 20 _____

Signature
Subscribed and sworn to me this _____ day of _____, 20 _____
My commission expires _____, 20 _____

Notary Public

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APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The attached prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 14

Section 010
BOONE COUNTY

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

Original Signed by

Allen E. Dillingham, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 9, 2007

Last Date Objections May Be Filed: April 9, 2007

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker	10/07		\$27.74	55	60	\$14.61
Boilermaker	9/07		\$29.40	57	7	\$18.15
Bricklayers - Stone Mason			\$26.06	59	7	\$10.71
Carpenter			\$22.18	60	15	\$9.77
Cement Mason			\$21.59	9	3	\$9.70
Electrician (Inside Wireman)			\$27.21	28	7	\$10.69 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$35.815	26	54	\$14.554
Operating Engineer						
Group I	5/07		\$25.02	86	66	\$16.42
Group II	5/07		\$25.02	86	66	\$16.42
Group III	5/07		\$23.77	86	66	\$16.42
Group III-A	5/07		\$25.02	86	66	\$16.42
Group IV	5/07		\$22.79	86	66	\$16.42
Group V	5/07		\$25.72	86	66	\$16.42
Pipe Fitter	7/07	b	\$32.00	91	69	\$18.68
Glazier			\$22.40	FED		\$11.75 + 9.4%
Laborer (Building):						
General			\$18.37	110	7	\$8.99
First Semi-Skilled			***\$20.37	110	7	\$8.99
Second Semi-Skilled			\$19.37	110	7	\$8.99
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$26.06	59	7	\$10.71
Millwright			\$23.18	60	15	\$9.77
Iron Worker	8/07		\$24.65	11	8	\$15.87
Painter			\$20.25	18	7	\$7.82
Plasterer			\$20.61	94	5	\$9.49
Plumber	7/07	b	\$32.00	91	69	\$18.68
Pile Driver			\$23.18	60	15	\$9.77
Roofer	9/07		\$25.75	12	4	\$10.69
Sheet Metal Worker	7/07		\$26.12	40	23	\$11.93
Sprinkler Fitter			\$16.00	FED		\$2.55
Terrazzo Worker			\$26.06	59	7	\$10.71
Tile Setter			\$26.06	59	7	\$10.71
Truck Driver - Teamster						
Group I			\$21.65	101	5	\$8.00
Group II			\$22.30	101	5	\$8.00
Group III			\$21.80	101	5	\$8.00
Group IV			\$22.30	101	5	\$8.00
Traffic Control Service Driver						
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 (573) 751-3403.

**Annual Incremental Increase

*** Due to a clerical error, the rate for First Semi-Skilled Laborer issued in Annual Wage Order No. 14 was incorrect. The Basic Hourly Rate should be \$20.37 with Total Fringe Benefits of \$8.99. Overtime No. 110 and Holiday No. 7.

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

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building(s) and All Immediate Attachments. Use Heavy Construction rates for remainder of project. For the occupational titles not listed in Heavy Construction Sheets, use Rates shown on Building Construction Rate Sheet.

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

*b -All work over \$7 Mil. Total Mech. Contract - \$32.00, Fringes - \$18.68
All work under \$7 Mil. Total Mech. Contract - \$30.66, Fringes - \$14.24

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

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

NO. 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. 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 (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting 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. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 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. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving 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 following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

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

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

NO. 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. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

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

NO. 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.

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/07	\$27.21	7	16	\$9.76
Millwright	5/07	\$27.21	7	16	\$9.76
Pile Driver Worker	5/07	\$27.21	7	16	\$9.76
OPERATING ENGINEER					
Group I	5/07	\$24.10	21	5	\$16.34
Group II	5/07	\$23.75	21	5	\$16.34
Group III	5/07	\$23.55	21	5	\$16.34
Group IV	5/07	\$19.90	21	5	\$16.34
Oiler-Driver	5/07	\$19.90	21	5	\$16.34
LABORER					
General Laborer	5/07	\$22.97	2	4	\$8.78
Skilled Laborer	5/07	\$23.57	2	4	\$8.78
TRUCK DRIVER - TEAMSTER					
Group I	5/07	\$25.02	22	19	\$8.35
Group II	5/07	\$25.18	22	19	\$8.35
Group III	5/07	\$25.17	22	19	\$8.35
Group IV	5/07	\$25.29	22	19	\$8.35

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

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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 due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one 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 workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or 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.

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

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	\$32.38	\$4.75 + 41.55%
*Lineman Operator	\$27.96	\$4.75 + 41.55%
*Groundman	\$21.62	\$4.75 + 41.55%

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.

UTILITY WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
*Journeyman Lineman	\$32.38	\$4.75 + 37.55%
*Lineman Operator	\$27.96	\$4.75 + 37.55%
*Groundman	\$21.62	\$4.75 + 37.55%

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 in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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

*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 14

9/07

OUT STL AW14 in4.doc



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
PREVAILING WAGE LAW CHECK-OFF LIST

The state of Missouri requires workers on all public works projects be paid prevailing wage. Under this law, public bodies have certain duties to fulfill (section 290.220 RSMo). To assist public bodies and contractors, the Division of Labor Standards has created this "Check-Off List" to simplify the process.

I

Before Contract Is Let

- Request a wage order from the Division of Labor Standards to include in your call for bids (sections 290.250 and 290.325).
- Send a Prevailing Wage Project Notification – Contractor Information Notification (PW-2 form) to the Division before beginning any work. We suggest you send it in when the project is bid. This ensures the Division receives it timely (section 290.262(10) and 8 CSR 30-3.010(3)).
- Insert a statement in the contract that not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250).
- Insert a statement in the contract that the contractor will forfeit a penalty to the contracting public body of 10 dollars per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (section 290.250).
- Require in all contractor's bonds that the contractor include provisions that will guarantee the faithful performance of the prevailing wage clause provided in the contract (section 290.250).

II

While Contract Is Being Performed

- Contact the Division of Labor Standards if you are made aware of any possible violation. The Division always is available to assist you and your staff with complying with the law.
- Make sure a legible list of all prevailing wage rates remains posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. Require the notice to be posted during the full time that any worker is employed on the job (section 290.265).
- Review records for wages paid to all workers employed on the contract to assure workers are paid properly (section 290.290). Records should be kept within the state by the contractor and each subcontractor for a period of one year following completion of the public works project.

III

Before Contract Is Fully Paid

- Before final payment can be made, the general contractor and all subcontractors must file an Affidavit of Compliance. The affidavit must state the party has fully complied with the Prevailing Wage Law. No payment can be legally made by the public body to the contractor(s) until this affidavit is filed in proper form and order with the public body (section 290.290 and 290.325).
- Withhold and retain amounts due as a result of any violations of the Prevailing Wage Law (section 290.250).

The Division of Labor Standards always is available to answer questions and provide any assistance with a prevailing wage project. Please contact us anytime at:

Missouri Department of Labor and Industrial Relations
DIVISION OF LABOR STANDARDS
Prevailing Wage Section
P.O. Box 449
Jefferson City, MO 65102-0449
Phone: 573-751-3403
Fax: 573-751-3721
E-mail: prevailingwage@dolir.mo.gov
Website: www.dolir.mo.gov/lr



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

CONTRACTOR'S REPORT OF CONSTRUCTION WAGE RATES

Contractor's Name, Address and Telephone Number <hr/> Dates of Work Reported Below Beginning _____ Ending _____ <hr/> Date Construction Began _____ Percent Completed To Date _____	Cost and Location of Project County _____ Description Type of Construction <input type="checkbox"/> Building <input type="checkbox"/> Heavy <input type="checkbox"/> Highway <hr/> E-mail: _____ Website: _____
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Occupational Title(s)	No. of Employees	Total Hours	Basic Hourly Rate	Hourly Fringe Benefits Payments						
				H & W	Pension	Vacation	App. Tr.	Suppl.	Holiday	Other

Certification

To the best of my knowledge, information and belief, I hereby certify that the number of hours, basic hourly rate, and fringe benefit payments listed above are true and correct and that the type of work performed by the number of employees identified above, relative to the Occupational Title(s) reported, is consistent with 8 CSR 30-3.060. I further recognize that any false statement or declaration made herein is punishable under Section 575.060, RSMo 1994, as a class B misdemeanor.

 (Please check appropriate box)
 Signature of Contractor's Representative Who Prepared This Report
 Signature of Preparer of This Report

Date _____
 Printed Name _____
 Title _____

Mail or fax completed form to:
 Missouri Department of Labor and Industrial Relations
 DIVISION OF LABOR STANDARDS
 Attn: Prevailing Wage Section
 P.O. Box 449
 Jefferson City, MO 65102-0449

Phone: 573-751-3403
 Fax: 573-751-3721
 E-mail: prevailingwage@dolir.mo.gov
 Website: www.dolir.mo.gov/lr

The Division of Labor Standards requests your participation in our Prevailing Wage Survey. Surveys are conducted throughout the year to determine the prevailing wages paid to construction workers in all Missouri counties and the city of St. Louis. Your responses to this survey are your opportunity to participate in establishing the state's prevailing wages.

Please complete the survey form on the other side according to the below instructions. Complete all spaces on the form or indicate "N/A" for not available where appropriate.

- 1) Indicate the dates when the work was performed.
- 2) Indicate the type of construction – BUILDING (sheltered enclosure with walk-in access for the purpose of housing persons, machinery, equipment or supplies) or HEAVY (antenna towers, channels, levees, pipe lines, sewers, etc.) (See 8 CSR 30-3.040). Hours worked on residential construction (single family homes or apartment buildings of less than four stories) and general maintenance should not be included in this survey. Accordingly, wage data for ALL commercial construction SHOULD be reported. Wage data for residential construction and general maintenance work should NOT be reported.
- 3) Provide the location (city and county and/or highway and county) for each project you are reporting. Each project should be reported on a separate form. If you require additional forms, please contact our office at 573-751-3403 or prevailingwage@dolir.mo.gov or download the form from our website at www.dolir.mo.gov/ls. You may make additional copies as you require.
- 4) Please report only wages and fringe benefits paid for actual hours worked. We cannot accept wage information that is estimated or is an average.
- 5) Indicate the total number of employees and their hours worked in each occupational title. This must be consistent with the occupational titles identified in 8 CSR 30-3.060 (i.e., carpenter, plumber, laborer, operator, etc.). Multiple hourly rates paid to workers require a separate line for each occupational title and rate. These occupational titles apply to mechanics and laborers. They should not include apprentice, superintendent, supervisor or foreman classifications. Working foremen are considered journeymen and should be reported at the journeyman hourly rate.

Wage rates submitted should only be for journeyman work. Employees should be reported at the journeyman rate. Any employee who receives wages higher than the journeyman rate can be reported at the journeyman rate only if they are a supervisor or foreman working with the tools. Only include hours spent working with tools.

- 6) In the space provided, include the printed name, title and signature of the person preparing this report.

Thank you for participating in this wage survey. We encourage you to continue to participate by periodically submitting additional reports. If you have any questions or suggestions, please contact us at 573-751-3403 or prevailingwage@dolir.mo.gov.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared (name and title) _____ of the (name of company) _____ (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied. There has been no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards (name of project) _____ located at (name of institution) _____ in _____ County, Missouri, and completed on the _____ day of _____.

Signature

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

My commission expires _____, _____.

Notary Public

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APPENDIX B

Boone County Purchasing
601 E. Walnut, 2nd Floor
Columbia, MO 65201

Standard Terms and Conditions

Melinda Bobbitt, Director
573/886-4391 - FAX 573/886-4402

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 the County is exempted from them by law.
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.

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APPENDIX C

Plan Sheets – River Road Bridge Project

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APPENDIX D

USACE Permit – River Road Bridge Project

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DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
STATE REGULATORY PROGRAM OFFICE - MISSOURI
221 BOLIVAR STREET, SUITE 103
JEFFERSON CITY, MISSOURI 65101

REPLY TO
ATTENTION OF:

August 15, 2007

Missouri State Regulatory Office
(2007-01458)
Boone County, MO

Boone County Public Works

Dear Mr. Mason,

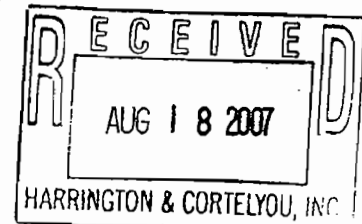
This letter pertains to your request, dated July 19, 2007, submitted on behalf of Boone County for a Department of the Army (DA) permit for the proposed replacement of a bridge and the construction of a single span (70-foot) prestressed I-girder bridge along with 350 cubic yards of excavation, and 180 yards of rock blanket placed below the ordinary high water mark. The project site is located in Glascock Branch Creek, Section 35, Township 46 north, Range 13 west, Boone County, Missouri.

The Corps of Engineers has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from the Corps under Section 404 of the Clean Water Act (33 USC 1344). The implementing regulation for this Act is found at 33 C.F.R. 320-331.

This letter contains an approved jurisdictional determination for your project site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 C.F.R. Part 331. Enclosed you will find a Notification of Administrative Appeal Options and Process (NAP) and Request for Appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the Northwestern Division Office at the following address:

Division Engineer
ATTN: Karen Kochenbach
Regulatory Program Manager
U.S. Army Corps of Engineers
P.O. Box 2870
Portland, OR 97208-2870
Telephone: 503-808-3888

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 C.F.R. Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by October 16, 2007.



It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this letter.

In the event that you disagree with an approved jurisdictional determination, and you have new information not considered in the original determination, you may request reconsideration of that determination by the Corps District prior to initiating an appeal. To request this reconsideration based upon new information, you must submit the completed RFA form and the new information to the District Office so that it is received within 60 days of the date of the NAP. Send approved jurisdictional determination reconsideration requests to:

District Commander
ATTN: Mark D. Frazier
Chief, Regulatory Branch
U.S. Army Engineer District, Kansas City
601 East 12th Street, Room 706
Kansas City, MO 64106-2896
Voice: 816-389-3990 – FAX: 816-389-2032

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit (NWP) 14, Linear Transportation Crossings, provided you ensure that the conditions listed in the enclosed copy of excerpts from the March 12, 2007 Federal Register, Issuance of Nationwide Permits; Notice (72 FR 11092) and the May 8, 2007 Correction (79 FR 26082) are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: <http://www.nwk.usace.army.mil/regulatory/regulatory.htm>.

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in their attached certification document. All conditions included in the water quality certification become conditions of the NWP authorization. Please review all conditions associated with this NWP. If you have any questions concerning state water quality standards or compliance issues with the associated certification conditions, please contact the Chief of the Planning Section, Water Pollution Control Program, MDNR, P.O. Box 176, Jefferson City, Missouri 65102-0176. You may call 573-751-1404 for information.

General condition 26 requires you to sign and submit the enclosed "Compliance Certification" upon completion of the authorized work and any required mitigation.

This NWP verification is valid for two years from the date of this letter. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination.

Although an individual DA permit is not required, other Federal, state and/or local permits may be required. You should verify this yourself.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. We have placed an automated version of our Customer Service Survey form on our website at: <http://per2.nwp.usace.army.mil/survey.html>. At your request, we will mail you a paper copy that you may complete and return to us by mail or fax.

James Reenan, Environmental Protection Specialist, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Reenan, 573-634-2248 and FAX 573-634-7960. Please reference Permit No. 2007-01458 in all comments and/or inquiries relating to this project.

Copies Furnished:

Missouri Department of Natural Resources
wo/enclosures

Missouri Department of Conservation wo/enclosures

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APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): August 15, 2007

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: Kansas City District, Boone County Public Works, 2007-01458

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: MO County/parish/borough: Boone City: Ashland
Center coordinates of site (lat/long in degree decimal format): Lat. 38.7336° N, Long. -92.3591° W.
Universal Transverse Mercator: NAD83

Name of nearest waterbody: Glascock Branch Creek

Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Missouri River

Name of watershed or Hydrologic Unit Code (HUC): Missouri River

Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.

Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

Office (Desk) Determination. Date: August 15, 2007

Field Determination. Date(s):

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There **are no** "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [Required]

Waters subject to the ebb and flow of the tide.

Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
Explain:

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There **are** "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [Required]

1. Waters of the U.S.

a. Indicate presence of waters of U.S. in review area (check all that apply):¹

TNWs, including territorial seas

Wetlands adjacent to TNWs

Relatively permanent waters² (RPWs) that flow directly or indirectly into TNWs

Non-RPWs that flow directly or indirectly into TNWs

Wetlands directly abutting RPWs that flow directly or indirectly into TNWs

Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs

Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs

Impoundments of jurisdictional waters

Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:

Non-wetland waters: 120 linear feet: 20 width (ft) and/or .1 acres.

Wetlands: acres.

c. Limits (boundaries) of jurisdiction based on: Established by OHWM.

Elevation of established OHWM (if known): 561'.

2. Non-regulated waters/wetlands (check if applicable):³

Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.

Explain:

¹ Boxes checked below shall be supported by completing the appropriate sections in Section III below.

² For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

³ Supporting documentation is presented in Section III.F.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW
Identify TNW:

Summarize rationale supporting determination:

2. Wetland adjacent to TNW
Summarize rationale supporting conclusion that wetland is "adjacent":

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody⁴ is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(i) General Area Conditions:

Watershed size: 1500 acres
Drainage area: 1450 acres
Average annual rainfall: 28 inches
Average annual snowfall: 12 inches

(ii) Physical Characteristics:

(a) Relationship with TNW:

- Tributary flows directly into TNW.
 Tributary flows through Pick List tributaries before entering TNW.

Project waters are 1 (or less) river miles from TNW.
Project waters are Pick List river miles from RPW.
Project waters are 1 (or less) aerial (straight) miles from TNW.
Project waters are Pick List aerial (straight) miles from RPW.
Project waters cross or serve as state boundaries. Explain:

Identify flow route to TNW⁵: Westerly.
Tributary stream order, if known: 2nd.

⁴ Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

⁵ Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

(b) General Tributary Characteristics (check all that apply):

Tributary is: Natural
 Artificial (man-made). Explain:
 Manipulated (man-altered). Explain:

Tributary properties with respect to top of bank (estimate):

Average width: 20 feet
Average depth: N/A feet
Average side slopes: **2:1**.

Primary tributary substrate composition (check all that apply):

Silts Sands Concrete
 Cobbles Gravel Muck
 Bedrock Vegetation. Type/% cover:
 Other. Explain:

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain:

Presence of run/riffle/pool complexes. Explain:

Tributary geometry: **Meandering**

Tributary gradient (approximate average slope): %

(c) Flow:

Tributary provides for: **Seasonal flow**

Estimate average number of flow events in review area/year: **2-5**

Describe flow regime:

Other information on duration and volume:

Surface flow is: **Pick List**. Characteristics:

Subsurface flow: **Pick List**. Explain findings:

Dye (or other) test performed:

Tributary has (check all that apply):

Bed and banks
 OHWM⁶ (check all indicators that apply):
 clear, natural line impressed on the bank the presence of litter and debris
 changes in the character of soil destruction of terrestrial vegetation
 shelving the presence of wrack line
 vegetation matted down, bent, or absent sediment sorting
 leaf litter disturbed or washed away scour
 sediment deposition multiple observed or predicted flow events
 water staining abrupt change in plant community
 other (list):
 Discontinuous OHWM.⁷ Explain:

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

High Tide Line indicated by: Mean High Water Mark indicated by:
 oil or scum line along shore objects survey to available datum;
 fine shell or debris deposits (foreshore) physical markings;
 physical markings/characteristics vegetation lines/changes in vegetation types.
 tidal gauges
 other (list):

(iii) **Chemical Characteristics:**

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain:

Identify specific pollutants, if known:

⁶A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.

⁷Ibid.

(iv) **Biological Characteristics. Channel supports (check all that apply):**

- Riparian corridor. Characteristics (type, average width):
- Wetland fringe. Characteristics:
- Habitat for:
 - Federally Listed species. Explain findings:
 - Fish/spawn areas. Explain findings:
 - Other environmentally-sensitive species. Explain findings:
 - Aquatic/wildlife diversity. Explain findings:

2. **Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW**

(i) **Physical Characteristics:**

(a) General Wetland Characteristics:

Properties:

Wetland size: acres

Wetland type. Explain:

Wetland quality. Explain:

Project wetlands cross or serve as state boundaries. Explain:

(b) General Flow Relationship with Non-TNW:

Flow is: **Pick List**. Explain:

Surface flow is: **Pick List**

Characteristics:

Subsurface flow: **Pick List**. Explain findings:

Dye (or other) test performed:

(c) Wetland Adjacency Determination with Non-TNW:

Directly abutting

Not directly abutting

Discrete wetland hydrologic connection. Explain:

Ecological connection. Explain:

Separated by berm/barrier. Explain:

(d) Proximity (Relationship) to TNW

Project wetlands are **Pick List** river miles from TNW.

Project waters are **Pick List** aerial (straight) miles from TNW.

Flow is from: **Pick List**.

Estimate approximate location of wetland as within the **Pick List** floodplain.

(ii) **Chemical Characteristics:**

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain:

Identify specific pollutants, if known:

(iii) **Biological Characteristics. Wetland supports (check all that apply):**

- Riparian buffer. Characteristics (type, average width):
- Vegetation type/percent cover. Explain:
- Habitat for:
 - Federally Listed species. Explain findings:
 - Fish/spawn areas. Explain findings:
 - Other environmentally-sensitive species. Explain findings:
 - Aquatic/wildlife diversity. Explain findings:

3. **Characteristics of all wetlands adjacent to the tributary (if any)**

All wetland(s) being considered in the cumulative analysis: **Pick List**

Approximately () acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

Directly abuts? (Y/N)

Size (in acres)

Directly abuts? (Y/N)

Size (in acres)

Summarize overall biological, chemical and physical functions being performed:

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D:
2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:
3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
 TNWs: linear feet width (ft), Or, acres.
 Wetlands adjacent to TNWs: acres.
2. **RPWs that flow directly or indirectly into TNWs.**
 Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial:
 Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally:

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: linear feet width (ft).
 Other non-wetland waters: acres.
Identify type(s) of waters:

3. **Non-RPWs⁸ that flow directly or indirectly into TNWs.**

- Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- Tributary waters: linear feet width (ft).
 Other non-wetland waters: acres.
Identify type(s) of waters:

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
 Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

 Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**

- Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. **Impoundments of jurisdictional waters.⁹**

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- Demonstrate that impoundment was created from "waters of the U.S.," or
 Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
 Demonstrate that water is isolated with a nexus to commerce (see E below).

E. **ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):¹⁰**

- which are or could be used by interstate or foreign travelers for recreational or other purposes.
 from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
 which are or could be used for industrial purposes by industries in interstate commerce.
 Interstate isolated waters. Explain:
 Other factors. Explain:

Identify water body and summarize rationale supporting determination:

⁸See Footnote # 3.

⁹To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

¹⁰Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapanos.

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: linear feet width (ft).
 Other non-wetland waters: acres.
Identify type(s) of waters:
 Wetlands: acres.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
 Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
 Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
 Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain: .
 Other: (explain, if not covered above): .

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
 Lakes/ponds: acres.
 Other non-wetland waters: acres. List type of aquatic resource:
 Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- Non-wetland waters (i.e., rivers, streams): linear feet, width (ft).
 Lakes/ponds: acres.
 Other non-wetland waters: acres. List type of aquatic resource:
 Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
 Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 Office concurs with data sheets/delineation report.
 Office does not concur with data sheets/delineation report.
 Data sheets prepared by the Corps:
 Corps navigable waters' study:
 U.S. Geological Survey Hydrologic Atlas:
 USGS NHD data.
 USGS 8 and 12 digit HUC maps.
 U.S. Geological Survey map(s). Cite scale & quad name:
 USDA Natural Resources Conservation Service Soil Survey. Citation:
 National wetlands inventory map(s). Cite name:
 State/Local wetland inventory map(s):
 FEMA/FIRM maps:
 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
 Photographs: Aerial (Name & Date):
or Other (Name & Date):
 Previous determination(s). File no. and date of response letter:
 Applicable/supporting case law:
 Applicable/supporting scientific literature:
 Other information (please specify):

B. ADDITIONAL COMMENTS TO SUPPORT JD:

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Nationwide Permit No. 14
Linear Transportation Projects.

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

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APPENDIX E

Geotechnical Report – River Road Bridge Project

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**GEOTECHNICAL ENGINEERING REPORT
RIVER ROAD PRECAST ARCHED BRIDGE
BOONE COUNTY, MISSOURI**

**Project No. 09065135
January 3, 2007**

Prepared for:

**BOONE COUNTY PUBLIC WORKS
Columbia, Missouri**

Prepared by:

**Terracon
Columbia, Missouri**

Terracon

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January 3, 2007

Boone County Public Works
5551 Highway 63 South
Columbia, Missouri 65201-9711

Attention: Mr. Shane S. Creech, P.E.
PHN: (573) 449-8515
FAX: (573) 875-1602

Regarding: Geotechnical Engineering Report
River Road Precast Arched Bridge
Boone County, Missouri
Terracon Project No. 09065135

Terracon

Consulting Engineers & Scientists

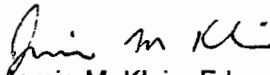
3601 Mojave Court, Suite A
Columbia, Missouri 65202
Phone 573.214.2677
Fax 573.214.2714
www.terracon.com

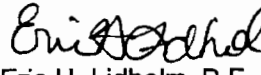
Dear Mr. Creech:

Terracon has completed the geotechnical engineering services for River Road Bridge located in Boone County, Missouri. The accompanying geotechnical report presents the findings of the subsurface exploration and provides recommendations concerning the design and construction of foundations for the proposed bridge.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,
Terracon


Jamie M. Klein, E.I.
Project Manager


Eric H. Lidholm, P.E.
Associate Principal
Missouri E-23265



1-3-07

Enclosures
3xc: Above
1xc: File

**GEOTECHNICAL ENGINEERING REPORT
RIVER ROAD PRECAST ARCH BRIDGE
BOONE COUNTY, MISSOURI**

**Project No. 09065135
January 3, 2007**

INTRODUCTION

A subsurface exploration has been completed for the proposed precast arch bridge to be located on South River Road approximately 500 feet southeast of State Route M, or approximately 6 miles southwest of Ashland, Missouri. Two (2) borings, designated B-1 and B-2 were performed to depths of approximately 46 and 43 feet below the existing ground surface, respectively. Logs of the borings and a boring location diagram are included in Appendix A of this report.

The purpose of this report is to describe the subsurface conditions encountered in the borings; evaluate the field and laboratory test data and provide geotechnical recommendations for the bridge foundations. Global stability analysis is outside the scope of this service.

PROJECT DESCRIPTION

We understand the proposed bridge is planned to be located on South River Road, approximately 500 feet southeast of State Road M in Wilton, Missouri. The proposed structure will replace the existing drainage system consisting of three large corrugated metal culverts. We understand that no realignment of the existing road is anticipated.

Although structural loads were not available at the time that this report was prepared, we understand the bridge will likely be supported by an H-pile foundation system extending through the alluvial soil and bearing on the underlying bedrock.

SITE EXPLORATION PROCEDURES

Field Exploration

The boring locations were laid out on site by the drill crew. Distances from site references to the boring locations were measured in the field with a measuring tape. Right angles for the boring location measurements were estimated. The borings were performed approximately 10 feet from the existing culverts. Both borings were performed on the northeast side of River Road due to an existing water line on the southwest side of the road. Boring elevations are shown on the individual boring logs in Appendix A, and were obtained using a handheld eye level and rod. These elevations were referenced to the top of the center culvert on the northeast side of River Road as shown on the Boring Location Diagram. An elevation of 100.

feet was assigned to this benchmark. The locations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were drilled with a truck-mounted rotary-drilling rig using solid stem augers to advance the boreholes. Representative samples were obtained using thin walled tube and split barrel sampling procedures. In the thin walled tube sampling procedure, a thin walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the ground to obtain relatively undisturbed samples of cohesive or moderately cohesive soils.

In the split barrel sampling procedure, a standard 2 inch O.D. split barrel sampling spoon is driven into the ground with a 140 pound hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18 inch penetration is recorded as the standard penetration resistance value (N). These "N" values are used to estimate the hardness of rock, the relative density of cohesionless soils and the consistency of cohesive soils. These "N" values are indicated on the boring logs at the depths of occurrence. A rope and cathead, and manual hammer were used to advance the split-barrel sampler in the borings performed on this site.

The samples obtained from the borings were sealed and delivered to Terracon's laboratory for further examination, classification, and testing. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions.

Field logs of each boring were prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent the engineer's interpretation of the field logs and include modifications based on laboratory observations and tests of the samples.

Laboratory Testing

Samples were tested in the laboratory to measure their dry density and natural water content. Unconfined compression tests were performed on selected samples, and a calibrated hand penetrometer was used to estimate the approximate unconfined compressive strength of some samples. The calibrated hand penetrometer has been correlated with unconfined compression tests and provides a better estimate of soil consistency than visual examination alone. The test results are provided on the boring log included in Appendix A.

Descriptive classifications of the soils indicated on the boring logs are in accordance with the enclosed General Notes and the Unified Soil Classification System. Also shown are estimated

Unified Soil Classification Symbols. A brief description of this classification system is attached to this report. All classification was by visual-manual procedures.

SITE AND SUBSURFACE CONDITIONS

The proposed precast arched bridge will be located on South River Road approximately 500 feet southeast of State Route M as shown on the Vicinity Map included in Appendix A. The proposed structure will be a precast arched bridge that will replace the existing culverts. We understand that no realignment of the existing road is anticipated.

Geology

A thick deposit of alluvial material blankets the bedrock at this project site. This alluvial material consists primarily of silts, clays, and sands near the ground surface and primarily silts and sands at depth. The alluvial deposits were observed to be about 40 to 50 feet thick at this project site.

Based on the 2003 Geologic Map of Missouri, Missouri Department of Natural Resources, bedrock at this site consists primarily of the Jefferson City (Ojc) formation. The Jefferson City formation is described as being comprised primarily of dolomite and argillaceous dolomite. Lenses of shale and conglomerate are sometimes encountered.

Soil Conditions

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual. Based on the results of the borings, subsurface conditions on the project site can be generalized as follows:

The borings encountered approximately 3 feet of road gravel from the existing ground surface.

Underlying the gravel in the borings was fill material consisting of lean clay and lean to fat clay. The fill was brown and gray, contained varying amounts of sand and gravel, and extended to a depth of approximately 18 feet in the borings.

Underlying the fill material in the borings was lean clay. The lean clay was gray and bluish-gray and contained trace amounts of sand and gravel. The lean clay was stiff in consistency and extended to depths of about 24 and 28 feet in Borings B-1 and B-2, respectively.

Underlying the lean clay in the borings was fat clay. The fat clay was dark gray, stiff to very stiff in consistency and contained trace amounts of fine sand and organics in Boring B-1.

Difficult drilling was encountered at a depth of about 38 feet, which could be due to cobbles, boulders, or weathered dolomite. The fat clay extended to depths of 46 and 43 feet in Borings B-1 and B-2, respectively.

Underlying the fat clay in Borings B-1 and B-2 was apparent dolomite. Borings B-1 and B-2 achieved auger refusal on the apparent dolomite at depths of 46 and 43 feet, respectively.

Please refer to the boring logs included in Appendix A of this report for additional information regarding subsurface conditions encountered in the borings.

Groundwater Conditions

Groundwater level measurements were made while drilling and after completion to observe the presence and level of groundwater. Groundwater was encountered in Borings B-1 and B-2 while sampling at depths of 28 and 24.5 feet, and a short period of time after the borings were completed at depths of 20.5 and 16.5 feet, respectively. However, this does not necessarily mean that a stabilized groundwater level was observed. Due to the low permeability of the relatively cohesive soils a relatively long period of time may be necessary for the groundwater level to develop and stabilize in a borehole. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in soils of this type.

It should be recognized that fluctuations in groundwater levels may occur and perched groundwater can develop due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the boring was performed. Therefore, groundwater levels during construction or at other times in the life of the structures may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations and the occurrence of seasonally perched groundwater should be considered when developing the design and construction plans for the project.

ENGINEERING RECOMMENDATIONS

Geotechnical Considerations

We understand a new precast arched bridge is planned on South River Road approximately 500 feet southeast of State Route M. The existing culverts will be removed. The borings encountered alluvial soil to approximate depths of 43 to 46 feet which were underlain by bedrock. We have provided recommendations for HP 10 x 42 piles deriving primary support from end bearing on the apparent dolomite bedrock.

We recommend pile driving be observed by experienced personnel. A proposal for this service can be provided by Terracon if desired. It is recommended each pile installation be documented to record the pile and hammer data; final tip elevation; pile length; driving resistance; final set and driven capacity.

Earthwork

Prior to placing any fill, all vegetation, topsoil, existing fill material and any otherwise unsuitable materials should be removed from the construction areas. Wet or dry material should either be removed or moisture conditioned and recompacted. After stripping and grubbing, the subgrade should be proof-rolled where possible to aid in locating loose or soft areas. Proofrolling can be performed with a loaded tandem axle dump truck. Soft, dry and low-density soil should be removed or compacted in place prior to placing fill. If proof-rolling is not possible, the subgrade should be observed and evaluated by Terracon personnel.

Although the exposed subgrade is anticipated to be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. The use of remotely operated equipment, such as a backhoe, would be beneficial to perform cuts and reduce subgrade disturbance. Should unstable subgrade conditions develop, stabilization measures will need to be employed.

Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation, if different from the on-site material evaluated as part of this report. In general, low plasticity cohesive soil or granular soil having at least 18% low plasticity fines should be used for fill. The liquid limit of low plasticity fill should be less than 50 and the plasticity index should be less than 22.

Controlled, compacted fill should be placed in lifts of 9 inches or less in loose thickness and should be compacted to at least 95% of the material's maximum standard Proctor dry density (ASTM D 698). The moisture content of clay fill should be within the range of optimum moisture content to 4% above the optimum moisture content value as determined by the standard Proctor test at the time of placement and compaction.

Cohesionless fill material should be uniformly compacted to at least 95 percent of the standard Proctor maximum dry density at workable moisture levels. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

We recommend at least one in-place compaction test should be performed for each 2,500 square feet of fill placed, per lift, with a minimum of three tests per lift. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.

It is recommended that all permanent cut and fill slopes in soil materials be made no steeper than 3 horizontal (H) to 1 vertical (V). Steeper slopes should be evaluated for slope stability. The recommended 3H:1V slopes are based on experience with slopes in soils such as those at this site. The 3H:1V slopes are also widely used by state and local government agencies. However, the use of 3H:1V slopes does not guarantee that slope failures will not occur. It is recommended that all exposed earth slopes be seeded to provide protection against erosion. Seeded slopes should be protected with erosion mats until the vegetation is established.

The geotechnical engineer should be retained during construction to observe earthwork and to perform necessary tests and observations during subgrade preparation; placement and compaction of controlled compacted fills; and when backfilling of excavations into the completed subgrade are made.

Foundation Recommendations

Subsurface conditions as described by the field and laboratory testing programs have been reviewed and evaluated with respect to the proposed bridge plans known to us at this time. Based upon our findings, we recommend the proposed precast arched bridge be supported by deep foundations consisting of end bearing piles penetrating through the alluvial soils and into the underlying apparent dolomite bedrock which was encountered at approximate depths of 43 to 46 feet in the borings.

HP 10 x 42 pile sections, driven with a properly matched hammer and cushion to practical refusal in suitable dolomite bedrock would have a design structural capacity of 56 tons using an allowable stress of 9,000 psi on the cross sectional area of the pile. Larger pile sections could provide a higher design capacity. We recommend that point reinforcement be considered to protect pile tips from damage during hard driving conditions which may occur if cobbles, boulders, or weathered dolomite are encountered or within the underlying rock strata as the design capacity is being obtained.

We recommend the design load bearing capacity of the piles be verified by an appropriate dynamic pile driving formula such as that used by MoDOT. Pile foundations designed and constructed as recommended in this report would be expected to experience total settlements

less than 1 inch and differential settlements less than ½ inch, in addition to elastic shortening of the pile materials.

Experience has indicated that rock formations which can be penetrated with flight augers can sometimes be excavated using heavy duty construction equipment such as large backhoes with rock teeth or ripper equipped dozers. Excavation in rock formations which cannot be penetrated with flight augers is usually much more difficult and often requires the use of other techniques such as pneumatic breakers or blasting.

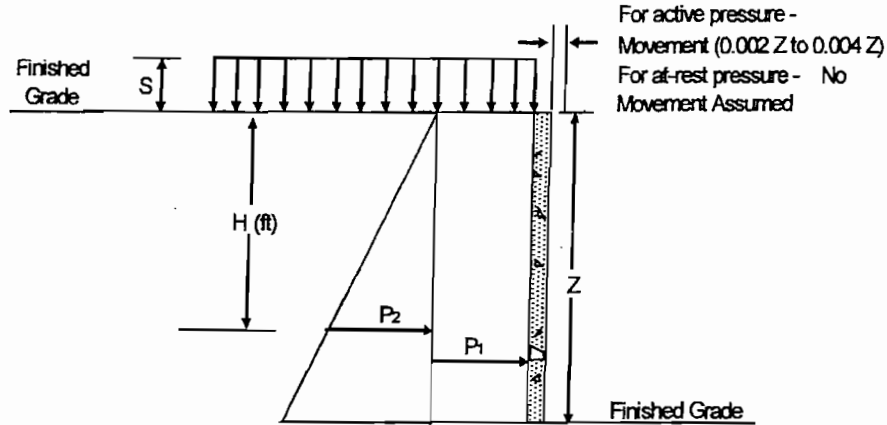
It appears that some excavations may extend into bedrock. Rippability of the bedrock will vary, and the use of jackhammers and other rock excavation equipment and/or methods may be required to reach the anticipated excavation depths.

Experience has indicated that conventional heavy duty excavation equipment such as backhoes equipped with rock teeth or bulldozers equipped with ripping attachments can sometimes excavate bedrock materials which were penetrated with flight augers in the exploratory borings. However, below the auger refusal depth, excavation often becomes much more difficult and could require the use of jackhammers, rock splitters, pneumatic breakers, or blasting. We recommend making test excavations to make determinations regarding rippability of the rock penetrated by the flight augers.

We also recommend that the contractor submit unit rate rock excavation costs as part of the bidding process.

Lateral Earth Pressures

Reinforced concrete walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall rotation. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls. Please note, these earth pressures do not apply to MSE or segmental retaining walls.



EARTH PRESSURE COEFFICIENTS

EARTH PRESSURE CONDITIONS	COEFFICIENT FOR BACKFILL TYPE	EQUIVALENT FLUID PRESSURE (pcf)	SURCHARGE PRESSURE, P ₁ (psf)	EARTH PRESSURE, P ₂ (psf)
Active (K _a)	Granular - 0.33	40	(0.33)S	(40)H
	Lean Clay - 0.42	50	(0.42)S	(50)H
	Fat Clay - 0.49	59	(0.49)S	(59)H
At-Rest (K _o)	Granular - 0.46	55	(0.46)S	(55)H
	Lean Clay - 0.58	70	(0.58)S	(70)H
	Fat Clay - 0.66	79	(0.66)S	(79)H
Passive (K _p)	Granular - 3.0	360	—	—
	Lean Clay - 2.4	288	—	—
	Fat Clay - 2.00	240	—	—

Conditions applicable to the above conditions include:

- For active earth pressure, wall must rotate about base, with top lateral movements 0.002 Z to 0.004 Z, where Z is wall height
- For passive earth pressure, wall must move horizontally to mobilize resistance.
- Uniform surcharge, where S is surcharge pressure
- In-situ soil backfill weight a maximum of 120 pcf
- Horizontal backfill, compacted to at least 95% of standard Proctor maximum dry density
- Loading from heavy compaction equipment not included
- No groundwater acting on wall
- No safety factor included
- Ignore passive pressure in frost zone

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45, 45, and 60 degrees from vertical for the active, at-rest, and passive cases, respectively. To calculate the resistance to sliding, a value of 0.35 should be used as the ultimate coefficient of friction between the footing and the underlying soil.

To control the water level behind the wall, we recommend a perimeter drain be installed at the foundation level. If this is not possible, then combined hydrostatic and lateral earth pressures should be calculated for lean clay backfill using an equivalent fluid weighing 90 and 100 pcf for active and at-rest conditions, respectively. For granular backfill, an equivalent fluid weighing 85 and 90 pcf should be used for active and at-rest, respectively. These pressures do not include the influence of surcharge, equipment or floor loading, which should be added. Heavy equipment should not operate within a distance closer than the exposed height of retaining walls to prevent lateral pressures more than those provided.

Seismic Considerations

Based upon the depth to bedrock at our test locations, the subsurface conditions at the site should be considered as Soil Profile II as indicated in the *Standard Specifications for Highway Bridges* adopted by AASHTO¹. A seismic site coefficient of 1.2 is recommended for this soil profile.

Additional Considerations

Many of the clay soils in this locale have the potential to increase or decrease in volume with variations in moisture content. Materials having high plasticity characteristics (i.e., fat clay soils) generally have a greater potential for moisture related volume change than less plastic materials such as lean clay soils. However, even low plasticity soils can swell significantly if their moisture levels are initially low.

As a minimum, all temporary excavations should be sloped or braced as required by OSHA regulations to provide stability and safe working conditions. Temporary excavations will probably be required during grading operations. The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and

¹ American Association of State Highway and Transportation Officials, 1996, "*Standard Specifications for Highway Bridges*", 7th Edition.

Geotechnical Engineering Report
River Road Precast Arched Bridge
Boone County, Missouri
Project No. 09065135
January 3, 2007

Terracon

federal safety regulations, including the current Occupational Health and Safety Administration (OSHA) Excavation and Trench Safety Standards.

Utility trenches should be backfilled with controlled engineered fill placed and compacted as recommended. All trench excavations should be made with sufficient working space to permit construction, compaction of backfill, and testing.

GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide testing and observation during excavation, grading, foundation and construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

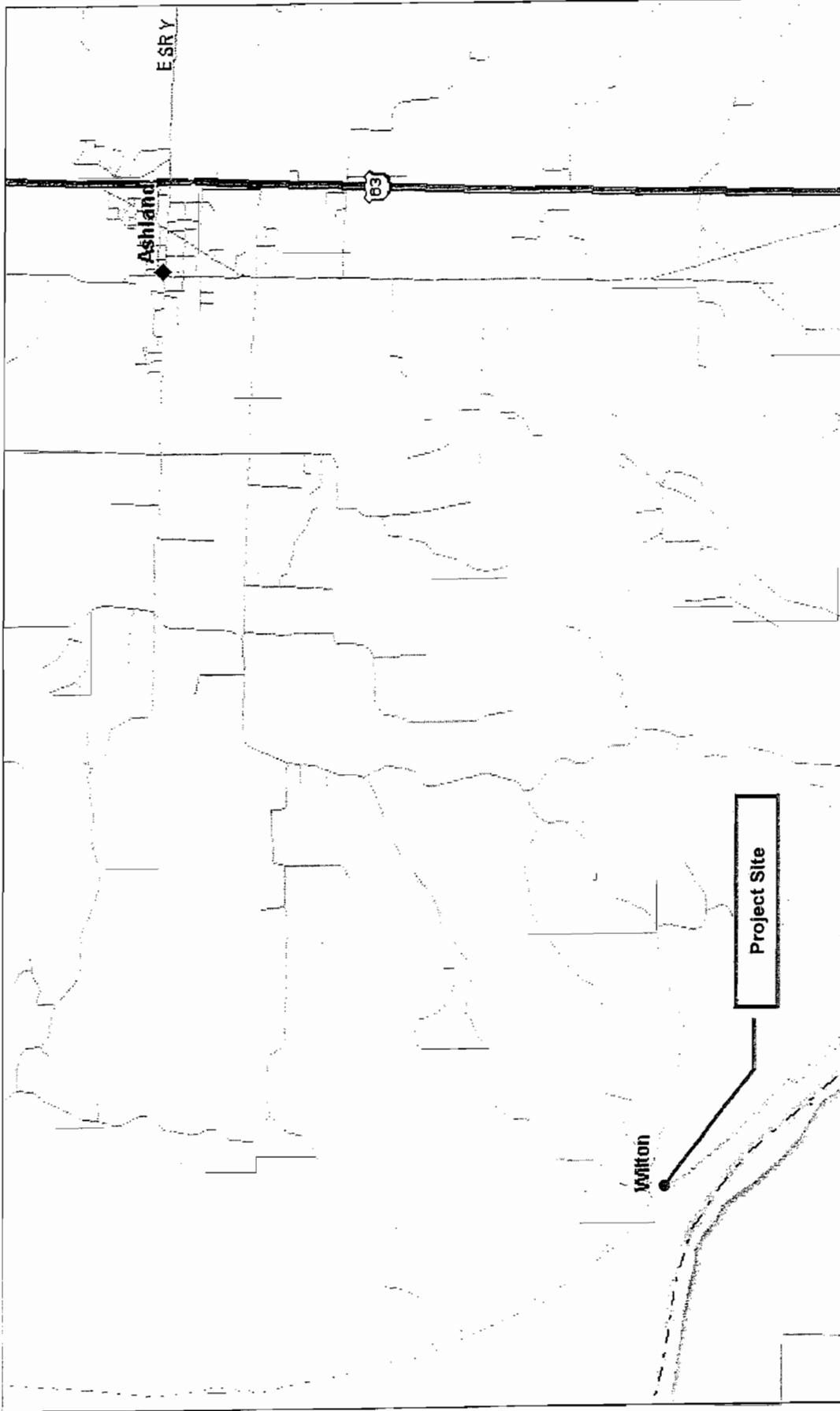
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

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APPENDIX A

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NOT TO SCALE

VICINITY MAP
 RIVER ROAD BRIDGE
 BOONE COUNTY, MISSOURI

Project Manager: JMK

Reviewed By: EHL

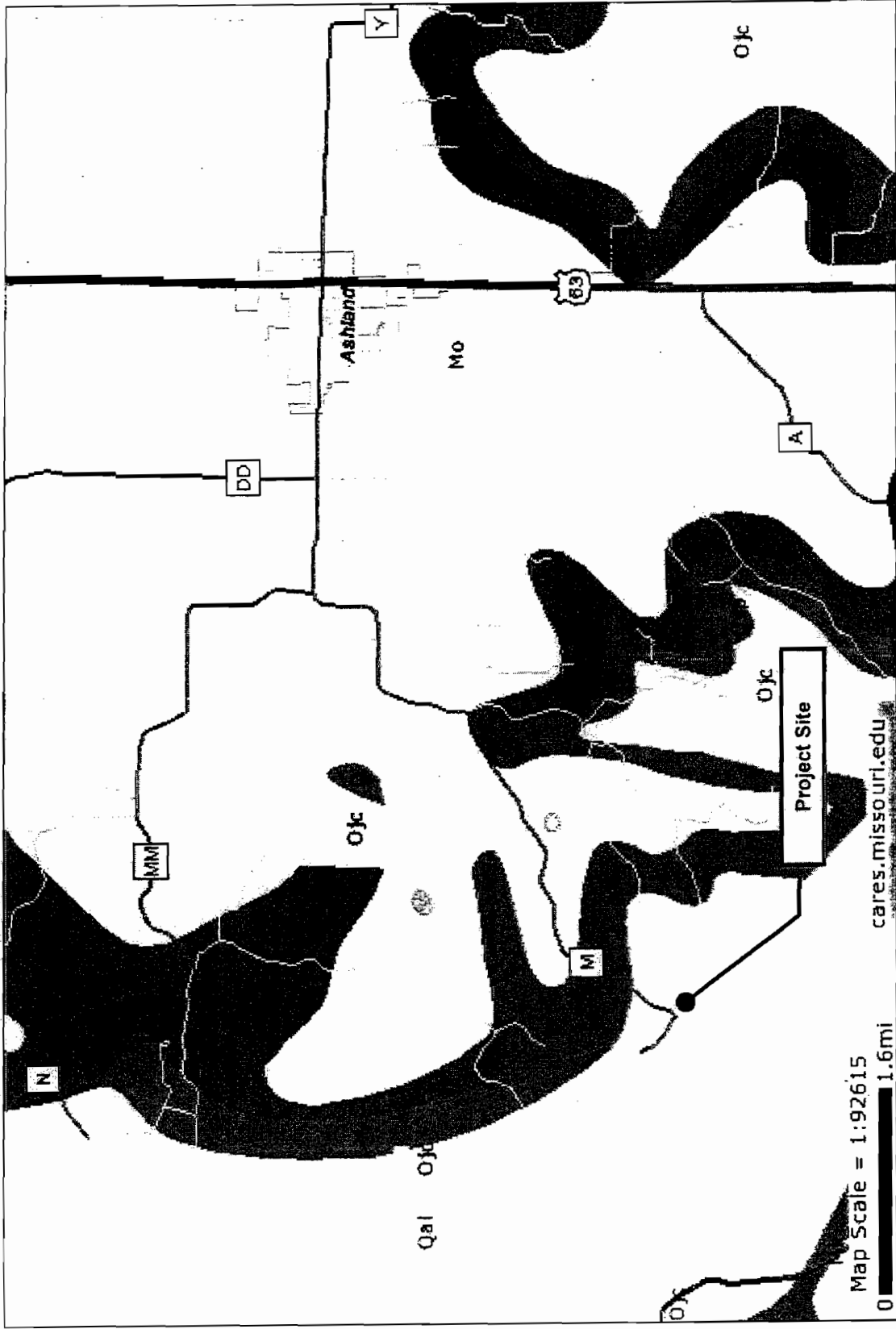
Drawn by: JMK

Project No. 09065135

December 22, 2006

Terracon

3601 Mojave Court, Suite A
 Columbia, MO 65202



Map Scale = 1:92615

0 1.6mi

cares.missouri.edu



GEOLOGIC MAP
 RIVER ROAD BRIDGE ROAD
 BOONE COUNTY, MISSOURI

Terracon

3601 Mojave Court, Suite A
 Columbia, MO 65202

Project No. 09065135

December 2006

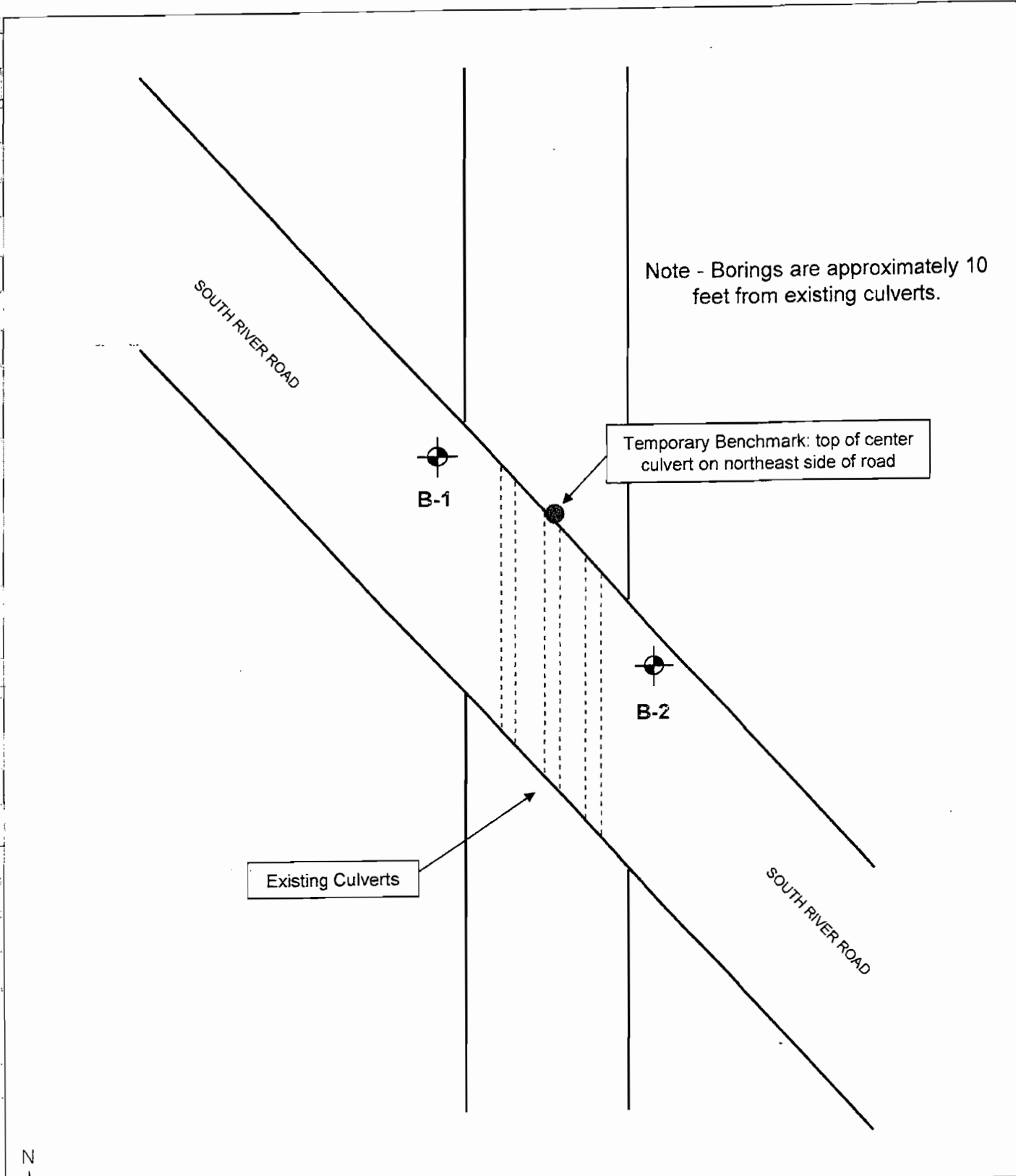
Project Manager: JMK

Reviewed By: EHL

Drawn by: JMK

CARES
 Center for Agricultural, Resource
 and Environmental Systems

Geologic Map Source: <http://ims.missouri.edu/moims/>



Note - Borings are approximately 10 feet from existing culverts.

Temporary Benchmark: top of center culvert on northeast side of road

B-1

B-2

Existing Culverts

SOUTH RIVER ROAD

SOUTH RIVER ROAD



**BORING LOCATION DIAGRAM
RIVER ROAD BRIDGE
BOONE COUNTY, MISSOURI**

Project Manager: JMK	Terracon	Project No. 09065135
Reviewed by: EHL		December 22, 2006
Drawn by: JMK	3601 Mojave Court, Suite A Columbia, Missouri 65202	

NOT TO SCALE
DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

LOG OF BORING NO. B-01

CLIENT BOONE COUNTY PUBLIC WORKS	ARCHITECT / ENGINEER
SITE WILTON, MISSOURI	PROJECT RIVER ROAD BRIDGE

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES				TESTS				
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	Approx. Surface Elev.: 108 ft										
3	<u>GRAVEL</u>	105			PA						
5	<u>FILL</u> : lean clay and lean to fat clay, dark brown, with silt			1	ST	20		17	108	9000*	
	-: trace gray				PA						
10				2	ST	24		28		1500*	
	-: gray with brown, trace reddish brown				PA						
15				3	ST	24		31	92	1500*	
					PA					1660	
18	<u>LEAN CLAY</u> : blueish-gray, with fine sand, stiff	90			CL	4	ST	22	23	104	2500*
	▽				PA						
24	<u>FAT CLAY</u> : dark gray, stiff to very stiff	84			CH	5	ST	24	35	88	3500*
	▽				PA						
30					CH	6	ST	24	39	84	3000*
					PA						4100
35					CH	7	ST	24	31	103	3500*
					PA						3680
40	-: with fine sand, trace organics				CH	8	ST	11	30	92	2500*
	-: blueish-gray, with brown				PA						
45					CH	9	SS	16	note*	8	3000*
					PA						
46	BOTTOM OF BORING AT 46 FEET AUGER REFUSAL ON APPARENT DOLOMITE	62									

note
5-29-50/5"

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
** 140 Pound Manual Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 28	WS	▽ 20.5 AB
WL	▽		▽
WL			



BORING STARTED		12-13-06	
BORING COMPLETED		12-13-06	
RIG	IPES	FOREMAN	MC
APPROVED	JMK	JOB #	09065135

BOREHOLE 09065135.GPJ TERRACON.GDT 12/21/06

LOG OF BORING NO. B-02

CLIENT BOONE COUNTY PUBLIC WORKS		ARCHITECT / ENGINEER						
SITE WILTON, MISSOURI		PROJECT RIVER ROAD BRIDGE						
GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	SAMPLES				TESTS	
			USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %
	Approx. Surface Elev.: 108 ft							
3	<u>GRAVEL</u>	105		PA				
	FILL: lean clay and lean to fat clay, gray, with gravel	5	1	SS	5	5	19	<500*
	-: brown and gray, with silt and fine sand, trace gravel	10	2	SS	15	8	20	<500*
		15	3	SS	18	6	30	1000*
18	<u>LEAN CLAY</u> : gray, trace brown, trace sand and gravel, stiff	90	4	SS	18	12	26	3000*
	-: blueish-gray, trace fine sand	20		PA				
		25	5	SS	18	17	21	4000*
28	<u>FAT CLAY</u> : dark gray, very stiff	80		PA				
		30	6	SS	18	17	32	5500*
		35		PA				
43	BOTTOM OF BORING AT 43 FEET AUGER REFUSAL ON APPARENT DOLOMITE	65						

The stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradual.

*Calibrated Hand Penetrometer
** 140 Pound Manual Hammer

WATER LEVEL OBSERVATIONS, ft			
WL	▽ 24.5	WS	▽ 16.5 AB
WL	▽	WS	▽
WL			



BORING STARTED		12-13-06	
BORING COMPLETED		12-13-06	
RIG	IPES	FOREMAN	MC
APPROVED	JMK	JOB #	09065135

BOREHOLE 09065135.GPJ TERRACON.GDT 12/21/06

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APPENDIX B

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GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., unless otherwise noted	PA:	Power Auger
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	N/E:	Not Encountered
WCI:	Wet Cave in	WD:	While Drilling		
DCI:	Dry Cave in	BCR:	Before Casing Removal		
AB:	After Boring	ACR:	After Casing Removal		

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft</u>	<u>Consistency</u>
< 500	<2	Very Soft
500 - 1,000	2-3	Soft
1,001 - 2,000	4-6	Medium Stiff
2,001 - 4,000	7-12	Stiff
4,001 - 8,000	13-26	Very Stiff
8,000+	26+	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft</u>	<u>Relative Density</u>
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50+	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	30+

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UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests^a

				Soil Classification		
				Group Symbol	Group Name ^b	
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^c	$Cu \geq 4$ and $1 \leq Cc \leq 3^e$	GW	Well-graded gravel ^f	
			$Cu < 4$ and/or $1 > Cc > 3^e$	GP	Poorly graded gravel ^f	
		Gravels with Fines More than 12% fines ^c	Fines classify as ML or MH	GM	Silty gravel ^{f, g, h}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^d	$Cu \geq 6$ and $1 \leq Cc \leq 3^e$	SW	Well-graded sand ^f	
			$Cu < 6$ and/or $1 > Cc > 3^e$	SP	Poorly graded sand ^f	
		Sands with Fines More than 12% fines ^d	Fines classify as ML or MH	SM	Silty sand ^{f, g, h}	
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silt and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ⁱ	CL	Lean clay ^{k, l, m}	
			$PI < 4$ or plots below "A" line ⁱ	ML	Silt ^{k, l, m}	
		organic	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{k, l, m, n}
			Liquid limit - not dried		OH	Organic silt ^{k, l, m, n, o}
		Silt and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{k, l, m}
				PI plots below "A" line	MH	Elastic silt ^{k, l, m}
	organic		Liquid limit - oven dried	< 0.75	OH	Organic clay ^{k, l, m, n}
			Liquid limit - not dried		OH	Organic silt ^{k, l, m, n, o}
	Highly organic soils		Primarily organic matter, dark in color, and organic odor		PT	Peat

^a Based on the material passing the 3-in. (75-mm) sieve

^b If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^c Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^d Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^e Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^f If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^g If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^h If fines are organic, add "with organic fines" to group name.

ⁱ If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^j If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^k If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^l If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

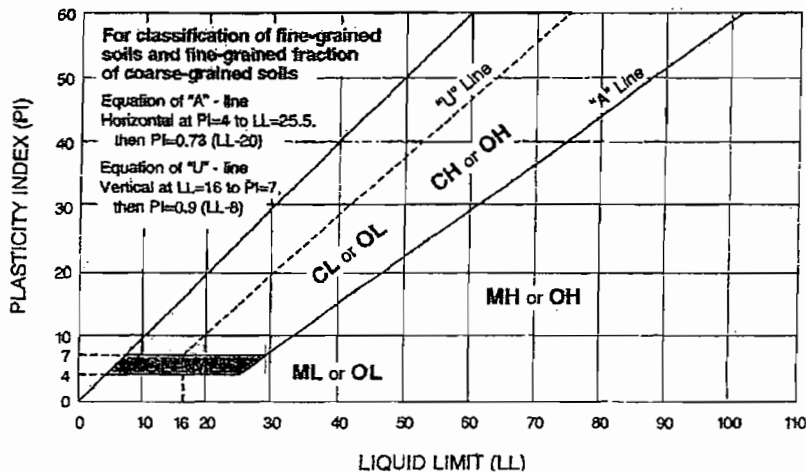
^m If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

ⁿ $PI \geq 4$ and plots on or above "A" line.

^o $PI < 4$ or plots below "A" line.

^p PI plots on or above "A" line.

^q PI plots below "A" line.



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GENERAL NOTES

Description of Rock Properties

WEATHERING

Fresh	Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.
Very slight	Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show bright. Rock rings under hammer if crystalline.
Slight	Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.
Moderate	Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull and discolored; some show clayey. Rock has dull sound under hammer and shows significant loss of strength as compared with fresh rock.
Moderately severe	All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.
Severe	All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.
Very severe	All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with only fragments of strong rock remaining.
Complete	Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may be present as dikes or stringers.

HARDNESS (for engineering description of rock – not to be confused with Moh's scale for minerals)

Very hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of geologist's pick.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.
Moderately hard	Can be scratched with knife or pick. Gouges or grooves to ¼ in. deep can be excavated by hard blow of point of a geologist's pick. Hand specimens can be detached by moderate blow.
Medium	Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.
Very soft	Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rock^a

Spacing	Joints	Bedding/Foliation
Less than 2 in.	Very close	Very thin
2 in. – 1 ft.	Close	Thin
1 ft. – 3 ft.	Moderately close	Medium
3 ft. – 10 ft.	Wide	Thick
More than 10 ft.	Very wide	Very thick

Rock Quality Designator (RQD) ^b		Joint Openness Descriptors	
RQD, as a percentage	Diagnostic description	Openness	Descriptor
Exceeding 90	Excellent	No Visible Separation	Tight
90 – 75	Good	Less than 1/32 in.	Slightly Open
75 – 50	Fair	1/32 to 1/8 in.	Moderately Open
50 – 25	Poor	1/8 to 3/8 in.	Open
Less than 25	Very poor	3/8 in. to 0.1 ft.	Moderately Wide
		Greater than 0.1 ft.	Wide

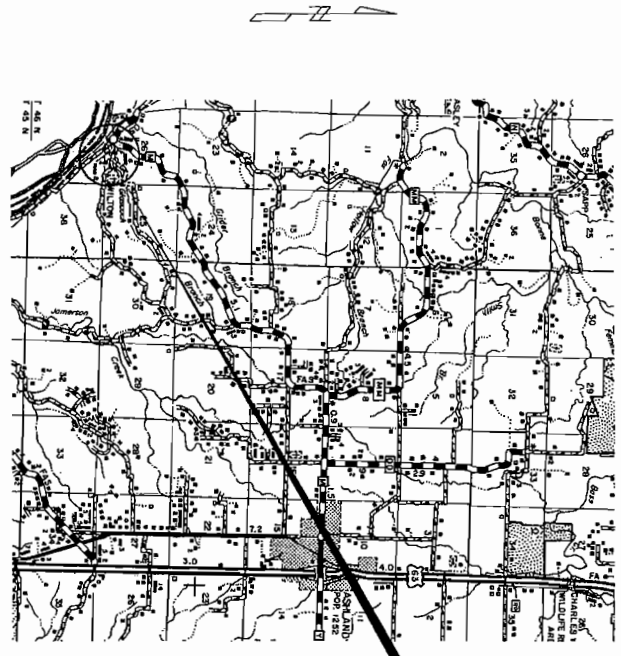
- a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.
 b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976.
 U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.

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LOCATION PLAN



PROJECT LOCATION
 SECTION 28
 TOWNSHIP 46 NORTH
 RANGE 13 WEST

INDEX OF SHEETS

1. GENERAL PLAN AND PROFILE
2. GENERAL NOTES AND QUANTITIES
3. MISCELLANEOUS DETAILS
4. END BENT DETAILS
5. PRESTRESSED CONCRETE I-GIRDER
6. SLAB PLAN AND INTERMEDIATE DIAPHRAGM
7. PRECAST PRESTRESSED PANEL DETAILS
8. BRIDGE APPROACH SLAB
9. GUARDRAIL
10. GUARDRAIL END SECTIONS
11. BILL OF REINFORCING
12. TRAFFIC CONTROL PLAN

PROJECT DATA

ADT	101
CURRENT RUNNING SPEED	35 mph
PROPOSED DESIGN SPEED	35 mph
BEGIN STATION	10+00.00
END STATION	12+85.00
PROJECT LENGTH	0.054 miles
CART ROAD NUMBER	403
FUNCTIONAL CLASSIFICATION	Rural Local

BOONE COUNTY, MISSOURI

CONSTRUCTION OF BRIDGE
 NO. 40300072

on River Road over Glascock Branch

BOONE COUNTY COMMISSION

Ken Pearson

Skip Elkin

Karen M. Miller

DIRECTOR OF PUBLIC WORKS

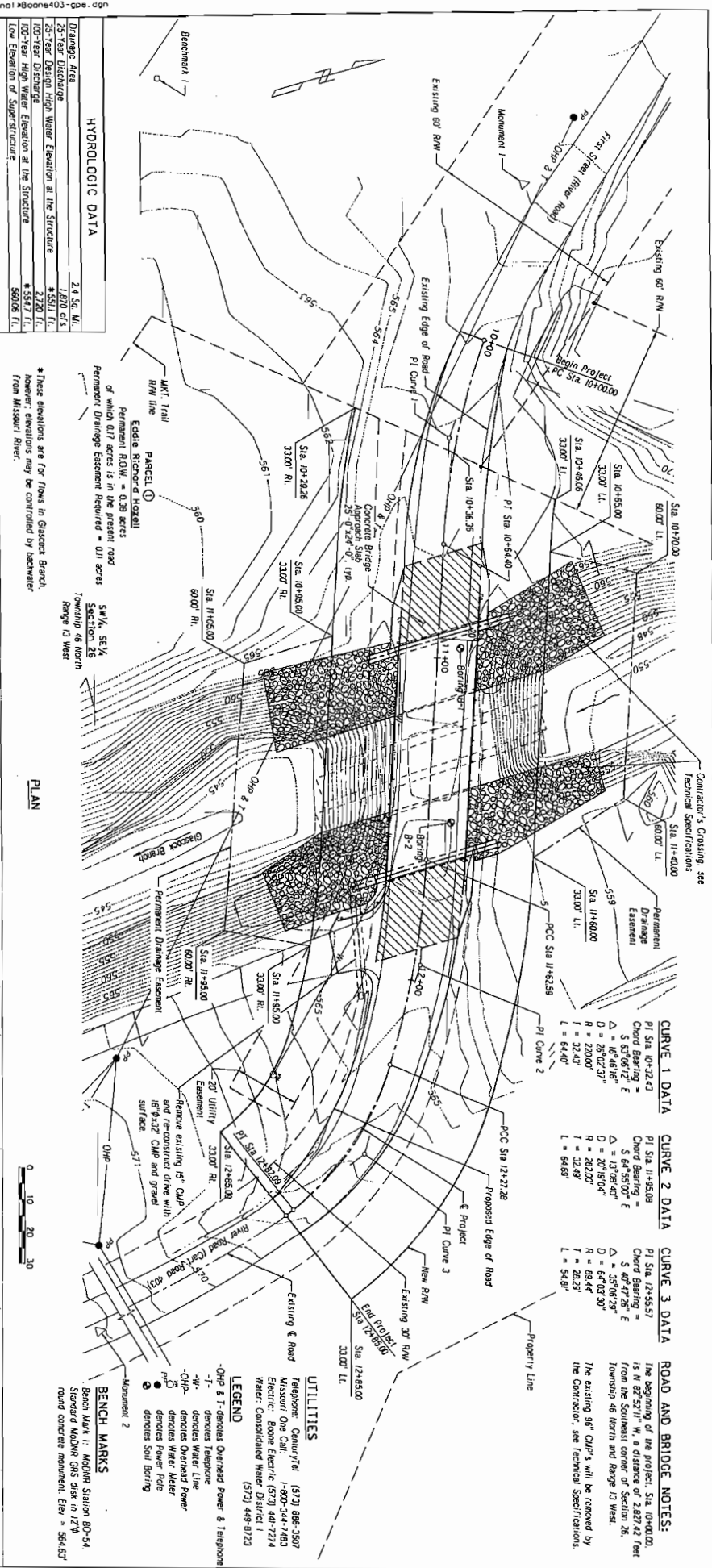
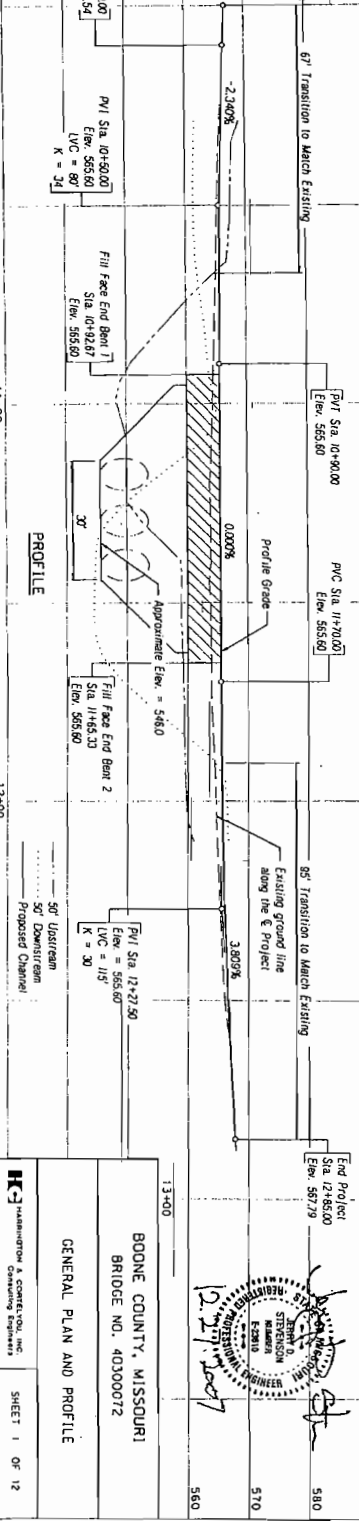
[Signature]
 David W. Monk, P.E.
 DATE 12/10/07



DETAILED CEB
 CHECKED CDM



MISSOURI STATE
 MISSOURI STATE
 MISSOURI STATE



HYDROLOGIC DATA

Drainage Area	2.4 Sq. Mi.
25-Year Discharge	1,870 cfs
50-Year Design High Water Elevation at the Structure	*551.1 ft.
100-Year Discharge	2,720 cfs
100-Year High Water Elevation at the Structure	*554.7 ft.
Low Elevation of Superstructure	560.06 ft.

*These elevations are for flows in Glasscock Branch, however, elevations may be controlled by backwater from Missouri River.

Permanent ROW = 0.29 acres
 of which 0.17 acres is in the present road
 Permanent Drainage Easement Required = 0.11 acres

5 W/4, SE 1/4
 SECTION 28
 Township 46 North
 Range 13 West

LEGEND

- OHP & T- denotes Overhead Power & Telephones
- F- denotes Telephone
- W- denotes Water Line
- OW- denotes Overhead Water
- OWP- denotes Water Meter
- P- denotes Power Pole
- S- denotes Soil Boring

BENCH MARKS

Benchmark 1
 Benchmark 2

CURVE 1 DATA

PI Sta. 10+32.42	PI Sta. 11+45.00
Chord Bearing = S 67°06'12" E	Chord Bearing = S 64°35'07" E
Δ = 16°48'16"	Δ = 13°08'50"
D = 26.02237'	D = 28.2104'
T = 32.000'	T = 32.400'
L = 64.40'	L = 64.80'

CURVE 2 DATA

PI Sta. 12+27.28	PI Sta. 11+45.00
Chord Bearing = S 46°47'28" E	Chord Bearing = S 35°08'25" E
Δ = 58°02'30"	Δ = 58°21'04"
D = 68.0230'	D = 58.2104'
T = 28.37'	T = 32.400'
L = 54.87'	L = 64.80'

CURVE 3 DATA

PI Sta. 12+55.57	PI Sta. 11+45.00
Chord Bearing = S 46°47'28" E	Chord Bearing = S 35°08'25" E
Δ = 58°02'30"	Δ = 58°21'04"
D = 68.0230'	D = 58.2104'
T = 28.37'	T = 32.400'
L = 54.87'	L = 64.80'

ROAD AND BRIDGE NOTES:

The beginning of the project, Sta. 10+00.00 is N 82°52'11" W, a distance of 2,627.42 feet from the southeast corner of Section 28, Township 46 North and Range 13 West.

The existing 98" CMP's will be removed by the Contractor, see Technical Specifications.

UTILITIES

Telephone: CenturyTel (873) 688-3507
 Missouri One Call: 1-800-444-7463
 Electric: Boone Electric (873) 441-7274
 Water: Consolidated Water District 1 (873) 448-8723

GENERAL PLAN AND PROFILE

BOONE COUNTY, MISSOURI
 BRIDGE NO. 40300072

HEC CONSULTING & CONSTRUCTION, INC.
 CONSULTING ENGINEERS

SHEET 1 OF 12

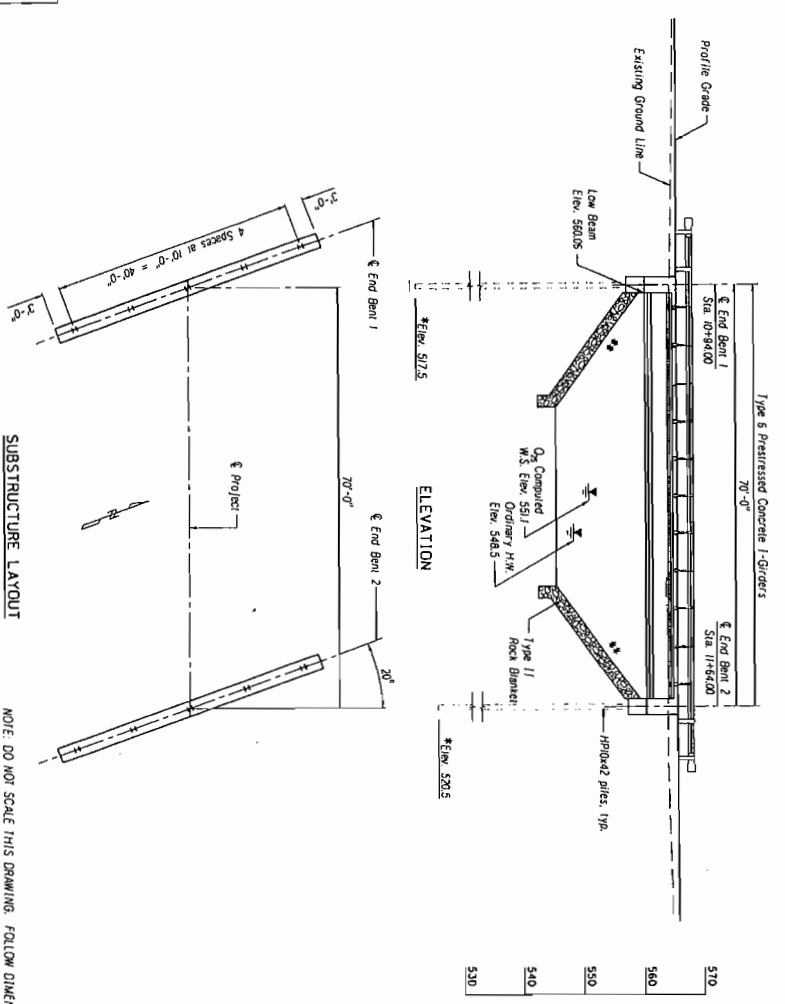
DETAILED CFB
 CHECKED CDW

All concrete above the lower construction joint in the End Bents is included with superstructure quantities. All reinforcing above lower construction joint in the End Bents is included with superstructure quantities. Cost of any required excavation for End Bents shall be included in the contract unit price for other items.

STEEL PILE DATA

Pile Number	1	2
Pile Type and Size	H40x42	H40x42
Number	5	5
Usable Length/Pile	41	38
Cap Bearing	105	53
Hammer Energy Required	12,000	12,000
	Ft. Lbs.	Ft. Lbs.

Minimum energy requirement of hammer is based on pile length and design bearing value of piles.
 All piles shall be driven to practical refusal.



SUBSTRUCTURE LAYOUT

NOTE: DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS

ESTIMATED QUANTITIES

ITEM	SUB.	SUPER.	TOTAL
ROADWAY			
Mobilization	Lump Sum	1	1
Traffic Control	Lump Sum	1	1
Construction Staking	Lump Sum	1	1
Excavation	Cu. Yds.	2,020	2,020
Approach Embankments	Cu. Yds.	150	150
1" Surface Rock	Tons	1095	1095
2" Type 1 Aggregate (Rolled Stone Base)	Tons	1095	1095
6" Type 2 Aggregate (2 1/2" Minus Base)	Tons	1095	1095
Pipe Cover (18" CMP)	Lin. Ft.	12	12
Type II Rock Blower	Sq. Yds.	812	812
Sealing/retaining/finishing	Lump Sum	1	1
BRIDGE			
Removals	Lump Sum	1	1
Structural Steel Piles (H40x42)	Lin. Ft.	385	385
BOPM Class D Concrete	Cu. Yds.	75	75
Prestressed Concrete I-Girder (70' Span)	Each	3	3
Plain Neoprene Bearing Pads	Each	6	6
Reinforcing Steel	Lbs.	11,863	14,075
Type A Guardrail	Lin. Ft.	189	189
Concrete Bridge Approach Slab	Sq. Yds.	133	133

GENERAL NOTES

DESIGN SPECIFICATIONS:
 2002 AASHTO Standard Specifications for Highway Bridges, 17th Edition, Load Factor Design.

Guidelines for Geometric Design of Very Low-Volume Local Roads, 1st Edition.
 For materials and construction procedures, the Contractor shall follow the specifications as stated in the Missouri Standard Specifications for Highway Construction - 2004 and current Supplemental Specification Revisions. In addition, refer to the Boone County, Missouri Roadway Regulations, "Open Road, Bridge & Sign of Way Regulations May 1, 2004" and the General Road, Bridge & Sign of Way Specifications for the Standard Specifications" for various items on this project.

DESIGN LOADING:
 HS20-44
 15 k/ft. Future Wearing Surface
 Earth 120 #/cu. ft., Equivalent Fluid Pressure 45 #/cu. ft.
 Substructure: Simply supported non-composite for Dead Load.
 Simply supported composite for Live Load.

DESIGN UNIT STRESSES:
 BOPM Class D Concrete f'c = 4,000 psi.
 Reinforcing Steel f'c = 60 (specy coated) f'y = 60,000 psi.
 Steel Pile f'c = 9,000 psi.
 For Prestressed Girder stresses see Prestressed Concrete I-Girder sheet.

OTHERS:
 Bearings shall be 60 diameter Plain Neoprene Pads.
 Cost of furnishing, fabricating and installing Plain Neoprene Bearing Pads, complete in place, shall be paid for at the contract unit price for Plain Neoprene Bearing Pads per each.
 All joint filler shall meet the requirements of Section 1057.7.4.
 Minimum clearance to reinforcing steel shall be 1 1/2" unless otherwise shown.
 All diagram materials including bolts, nuts and washers shall be galvanized.
 Fabricated structural steel shall be ASTM A36 except as noted.
 Payment for furnishing and installing steel intermediate diaphragms shall be included in contract unit price for Prestressed Concrete I-Girders.
 The contractor shall pour and satisfactorily finish roadway slab at a rate of not less than 25 cubic yards per hour.
 Machine finishing of the deck, as specified in Section 703.5, will be required.
 The diagram at the Integral End Bents shall be poured a minimum of 30 minutes and a maximum of 2 hours before the slab is poured.

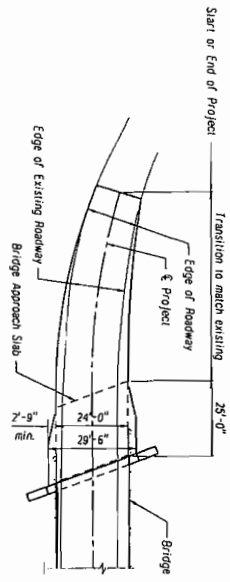
GENERAL CONSTRUCTION NOTES:
 Rocker Fill shall be completed in the final roadway section and up to the elevation of the bottom of the curb within the limits of the structure and for not less than 25' in back of the fill face of end bents before piles are driven.
 For reinforcing bar supports see Missouri Standard Plan Drawing 706.55.
 "Bar Supports for Concrete Reinforcement".
 Permanent erosion control geotextile shall be placed under the rock blower and shall be in accordance with the Technical Specifications. The cost of furnishing and installing permanent erosion control geotextile complete in place, shall be included in the contract unit price for Type II Rock Blower.
 All exposed corners of concrete shall be chamfered 3/4".



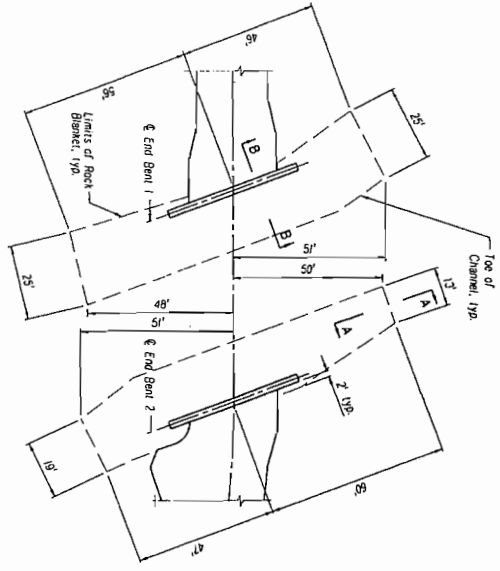
LEGEND:
 * Denotes estimated pile tip elevation.
 ** Denotes 1.5% slope normal to End Bents.

BOONE COUNTY, MISSOURI	
BRIDGE NO. 40300072	
GENERAL NOTES AND QUANTITIES	
	SHEET 2 OF 12

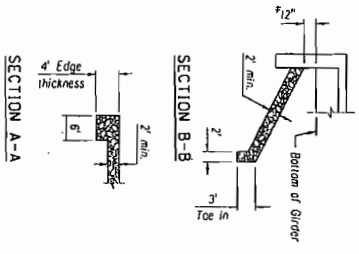
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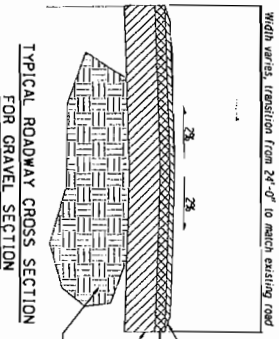
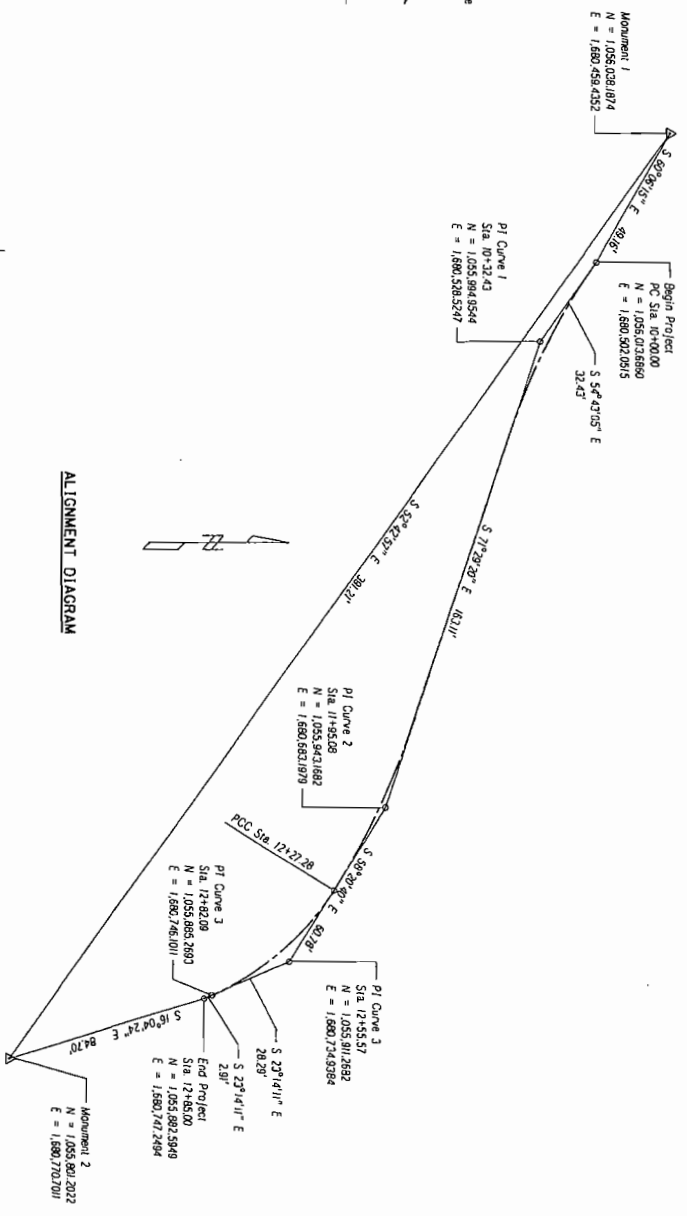
PLAN VIEW OF ROADWAY WIDTH



ROCK BLANKET DETAILS
 * The final grading limits and placement of the rock blanket near the stream face of each End Bent shall be as shown.
 All dimensions horizontal.



ALIGNMENT DIAGRAM

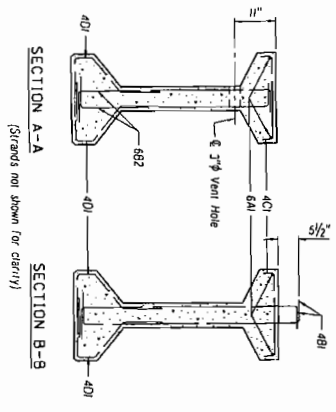


TYPICAL ROADWAY CROSS SECTION FOR GRAVEL SECTION

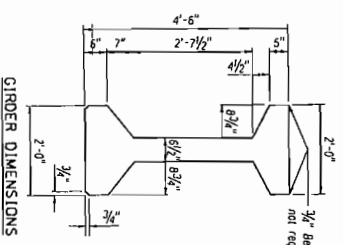
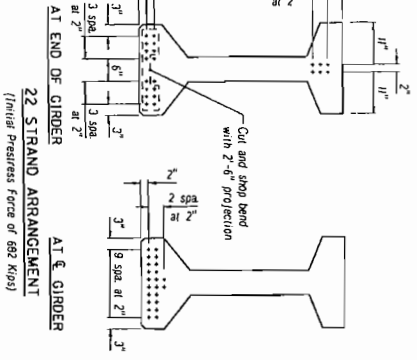
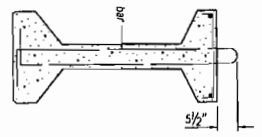
NOTE: DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.



DETAILED CEB
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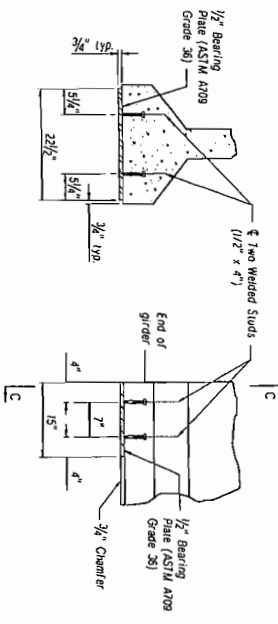


B1. BAR PERMISSIBLE ALTERNATE SHAPE



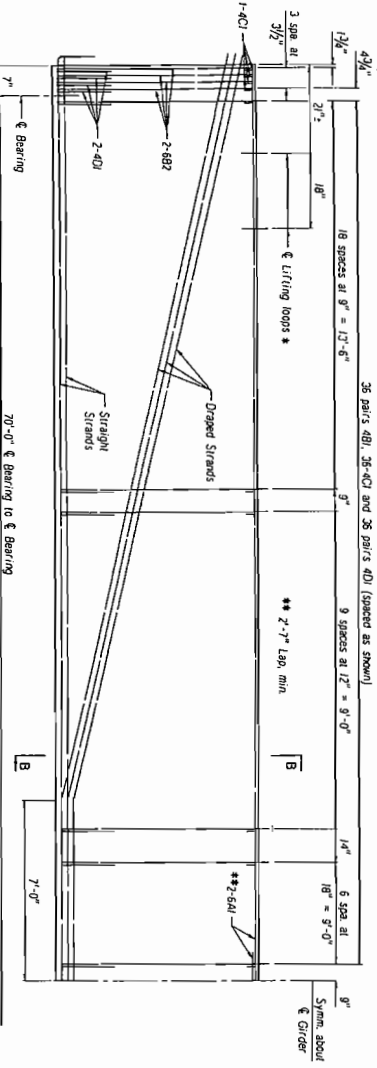
Obtain the $\frac{1}{2}$ " bearing plate (ASTM A309 Grade 30) in accordance with ASTM A123. Coat of formwork, grouting, and installing the $\frac{1}{2}$ " bearing plate (ASTM A309 Grade 30) and welded studs in the prestressed girder web as shown completely covered by the concrete with price for "Prestressed Concrete 1-Girder per span."

SECTION C-C BEARING PLATE DETAILS

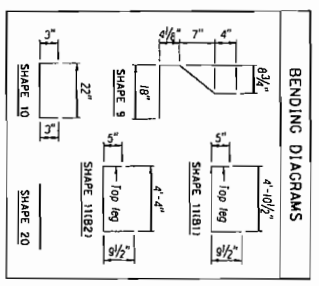
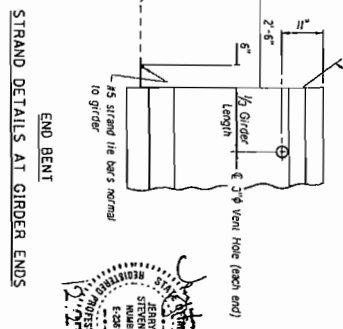


* Adjust as necessary to clear girder reinforcing

PART ELEVATION OF 22 STRAND GIRDER



Girder Weight = 670.4 pounds per linear foot
 $A = 641.6$ square inches
 $I_x = 251,735$ inches⁴



END BENT

REINFORCING STEEL

NO.	Size & Actual	Shoos
1	6A1 1/8"-0"	20
144	4B1 5'-11"	11
16	6B2 5'-4"	11
80	4C1 2'-2"	10
160	4D1 3'-0"	9

REINFORCING NOTES

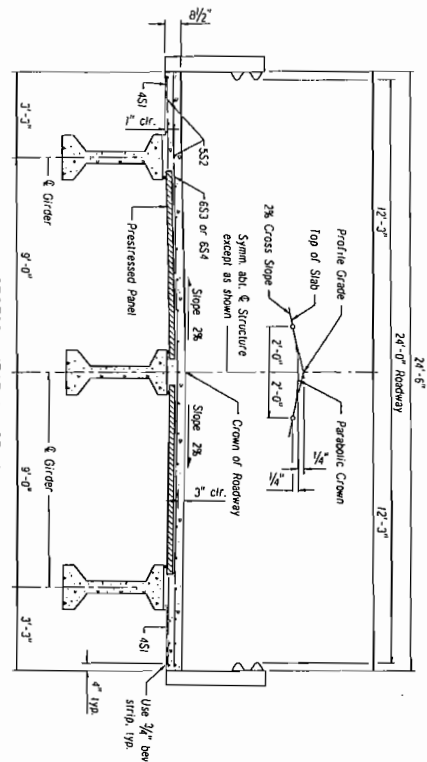
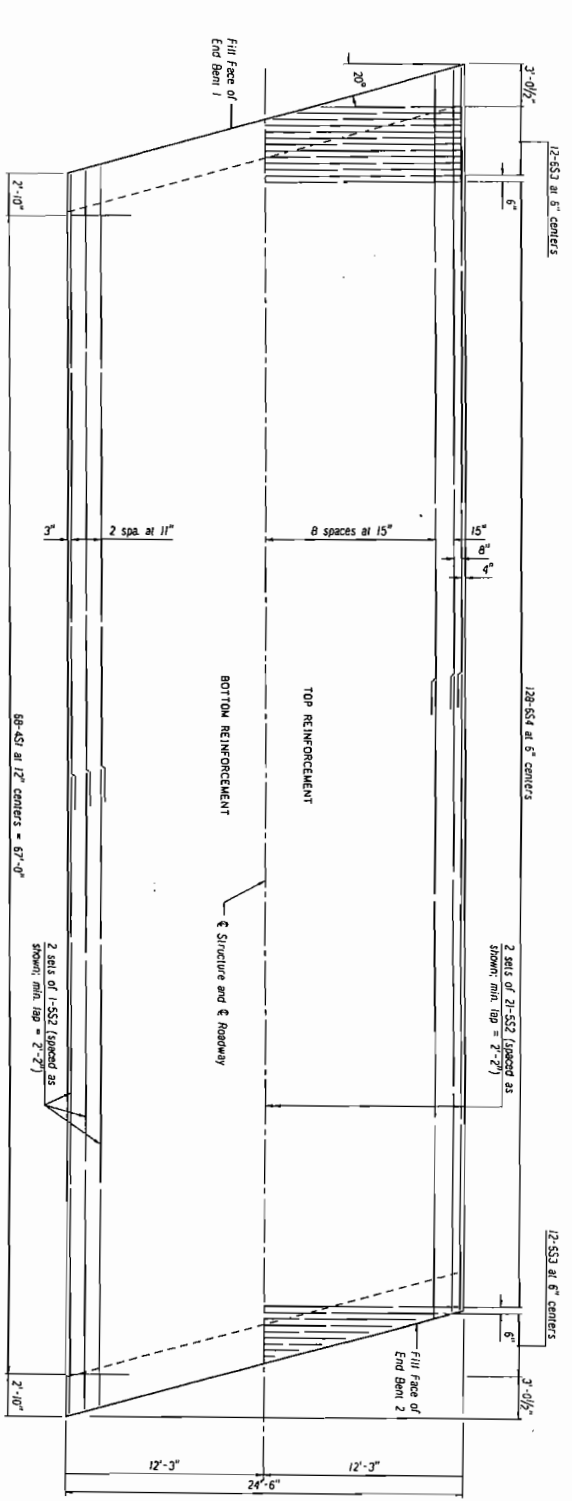
All dimensions are out to out.
 Hooks and bends shall be in accordance with the CSI Manual of Standard Practice for Detailing Reinforced Concrete Structures (Sizing and Tie Dimensions).
 Actual lengths are measured along centerline of bar to the nearest inch.
 Minimum clearance to reinforcing shall be 1".
 All reinforcing steel shall be Grade 60.
 The two D1 bars may be furnished as one bar at the fabricator's option.
 Prestressing tendons shall be uncoated seven-wire low relaxation strands $\frac{1}{2}$ " diameter conforming to AASHTO M202 Grade 270.
 All B1 bars shall be epoxy coated.
 Concrete for prestressed girders shall be Class A1 with $f'_c = 6,000$ psi.
 Before the strands are released, the prestressed girders shall attain a concrete compressive strength $f'_c = 5,000$ psi.
 (+) indicates prestressed strand.

GENERAL NOTES

Coat of $\frac{3}{4}$ " coil tie rods placed in diagram is included in contract unit price for Prestressed Concrete 1-Girder.
 Coil ties shall be held in place in the forms by staked wire setting studs projecting through forms. Studs are to be left in place or replaced with temporary plugs until girders are erected and then replaced by coil tie rods.
 Prestressed girder web holes shall be reinforced near each end of girder with Char reinforcing steel or strands by $\frac{1}{2}$ " min and steel intermediate diagonal bolt connection by 6" min.
 Coat of vent holes in place to be included in contract unit price for Prestressed Concrete 1-Girder.
 For details and location of coil ties see "Slab Plan and Intermediate Diaphragm" sheet.
 The $\frac{1}{2}$ " holes for connection of steel intermediate diaphragms shall be cast in web. Drilling is not allowed.

BOONE COUNTY, MISSOURI
 BRIDGE NO. 40300072
 PRESTRESSED CONCRETE 1-GIRDER

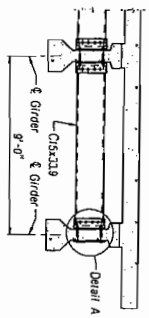
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 CHECKED _____ CDM



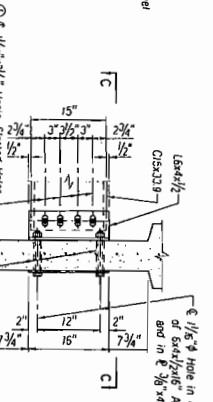
PLAN OF SLAB SHOWING REINFORCING

SECTION NEAR MIDSPAN

NOTE: For material details, see "Standard" sheet. For details of details, see "Prestressed Panel Details" sheet.

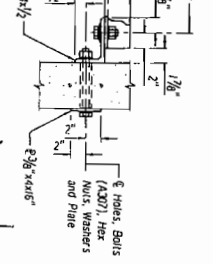


PART SECTION SHOWING INTERMEDIATE DIAPHRAGM



DETAILS OF COIL THE RODS AT BENTS

Note: Cost of 3/4" Coil Tie Rods placed in diaphragm is included in contract unit price for Prestressed Concrete I-Girder. At both End Bents, use a 2'-5" long Coil Tie Rod on the outside of the exterior girders.

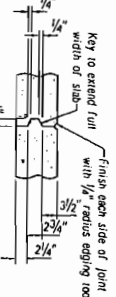


SECTION C-C

NOTE: DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.

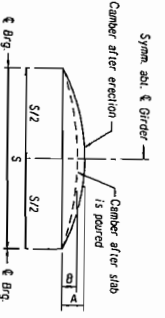
NOTES:

1. In lieu of 2 1/2" O.D. washers, contractor may substitute a 3/4" diameter anchor bolt with four 5/8" rods and 1" long nuts. All H.S. bolts may be tensioned by turn-of-nut method. Shop drawings will not be required for steel intermediate diaphragms and angle connections. For notes on Coil Tie Rods, see "Prestressed Concrete I-Girder" sheet.



SECTION THRU CONSTRUCTION JOINT IN SLAB

For permissible construction joint with panels, see "Prestressed Concrete Panel Details" sheet.



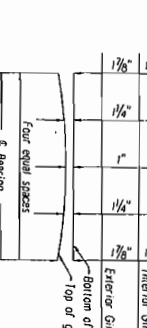
GIRDER CAMBER DIAGRAM

If girder camber is different from that shown in the Girder Camber Diagrams above, it shall be necessary to adjust the slab thickness, or raise the grade uniformly to adjust for the camber. Additional labor or materials required for adjustment in haunching, slab thickness or grade adjustment.

GIRDER CAMBER DIMENSIONS

GIRDER TYPE	NUMBER OF STRANDS	EXTENSION CINGERS	INTERIOR CINGERS
TYPE 5	22	1 3/8"	1 3/8"
TYPE 6	22	1 3/8"	1 3/8"

Note: Camber at 0.25 points of girder is equal to 0.125 of camber at centerline of girder respectively.



THEORETICAL SLAB HAUNCHING DIAGRAM

BOONE COUNTY, MISSOURI
 BRIDGE NO. 40300072

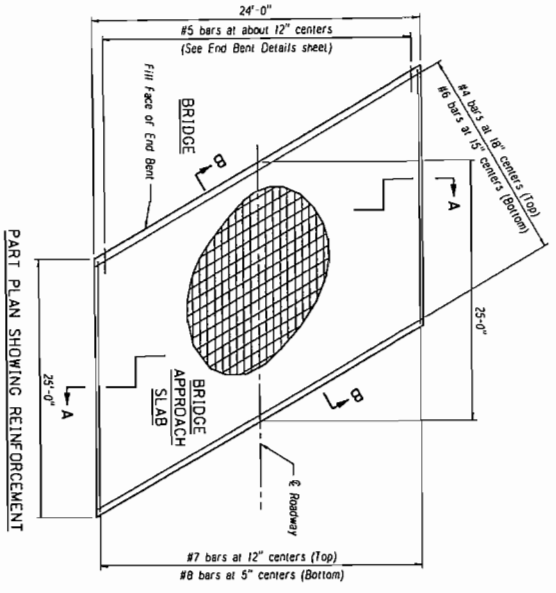
SLAB PLAN AND INTERMEDIATE DIAPHRAGM

12/18/2007

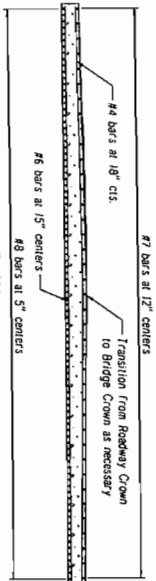
AMERICAN CONSULTING ENGINEERS
 MISSOURI DIVISION
 12/18/2007

AMERICAN CONSULTING ENGINEERS
 MISSOURI DIVISION
 SHEET 5 OF 12

DETAILED OLA
 CHECKED CDM

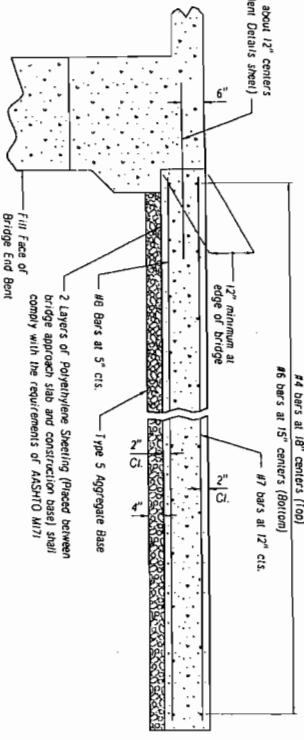


PART PLAN SHOWING REINFORCEMENT



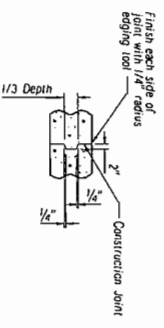
SECTION A-A

Note: With the approval of the engineer, the Contractor may crown the bottom of the approach slab to match the crown of the roadway surface.



SECTION B-B

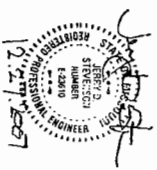
NOTE: DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.



CONSTRUCTION JOINT DETAIL (IF REQUIRED)

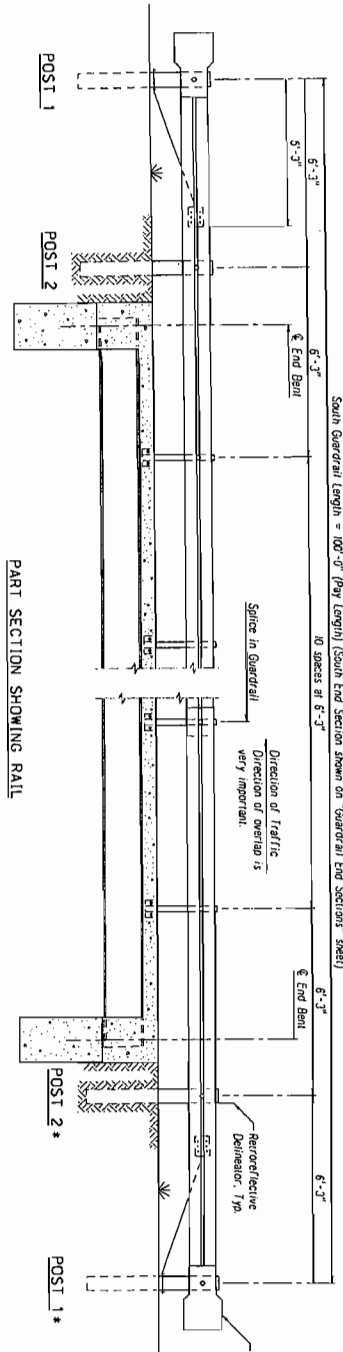
GENERAL NOTES:

- All concrete for the bridge approach slab shall be in accordance with Section 503 (f.c. = 4,000 psi).
- All joint filler shall be in accordance with Section 057 for preformed fiber expansion joint filler, except as noted.
- The reinforcing steel in the bridge approach slab shall be epoxy coated Grade 60 with $f_y = 60,000$ psi.
- Minimum clearance to reinforcing steel shall be 1 1/2", unless otherwise shown.
- The reinforcing steel in the bridge approach slab shall be continuous. The transverse reinforcing steel may be made continuous by lap splicing the #4 & #8 bars 18" and 2'-2", respectively.
- Mechanical bar splices shall be in accordance with Section 706.
- Hooks and bends shall be in accordance with the CRSI Manual of Standard Practice for Detailing Reinforced Concrete Structures, Stirrup and Tie Dimensions.
- The Contractor shall pour and satisfactorily finish the bridge or semi-deck slab before pouring the bridge approach slabs.
- Longitudinal construction joints in approach slabs shall be aligned with longitudinal construction joints in bridge or semi-deck slabs.
- Payment for furnishing all materials, labor and expansion necessary to construct the approach slab, including the Type 5 aggregate base, joint filler and all other accessories and incidental work as shown on this sheet, complete in place, will be considered completely covered by the contract unit price for Bridge Approach Slab (Bridge) per square yard.
- At the Contractor's option, Grade 40 reinforcement may be substituted for the Grade 60 #5 dowel bars connecting the bridge approach slab to the bridge abutment, the reinforcement may be substituted to allow connection of the backfill material near the abutment. Damage to epoxy coating shall be repaired in accordance with Section 710.
- When Grade 40 reinforcement is substituted for the Grade 60 #5 dowel bars connecting the bridge approach slab to the bridge abutment, the reinforcement may be substituted to allow connection of the backfill material near the abutment. Damage to epoxy coating shall be repaired in accordance with Section 710.

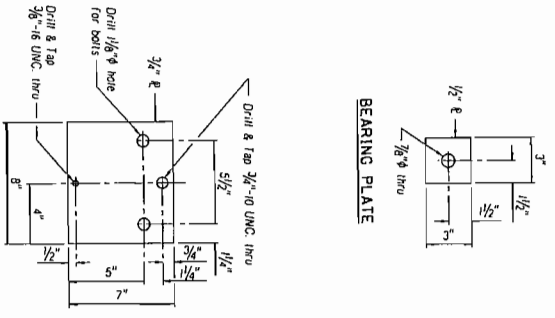


BOONE COUNTY, MISSOURI
BRIDGE NO. 40300072
BRIDGE APPROACH SLAB
SHEET 8 OF 12

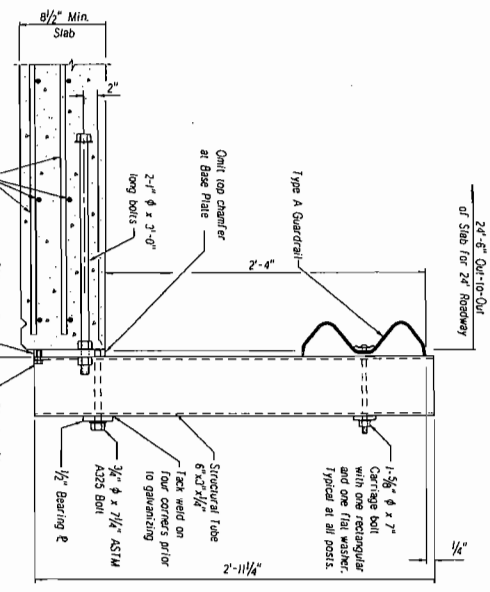
DETAILED _____
 CHECKED _____
 CEB
 CDW



North Guardrail Length = 87'-6" (Pay Length) (As shown below)
 South Guardrail Length = 100'-0" (Pay Length) (South End Section shown on "Guardrail End Sections" sheet)
 10 spaces at 6'-3"



BASE PLATE

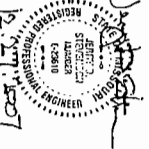


PART SECTION SHOWING BRIDGE MOUNTED POST

NOTES:

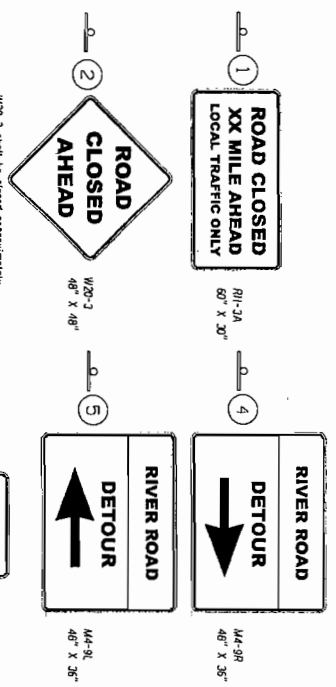
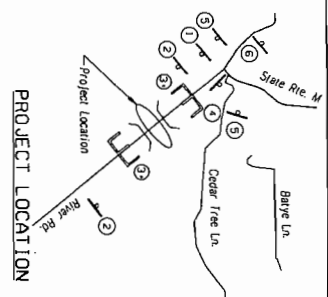
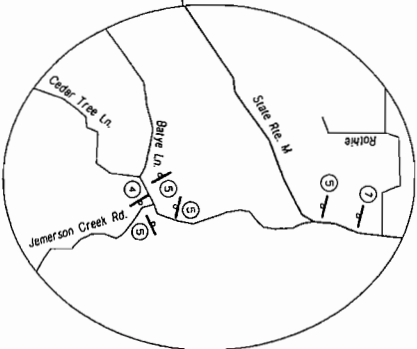
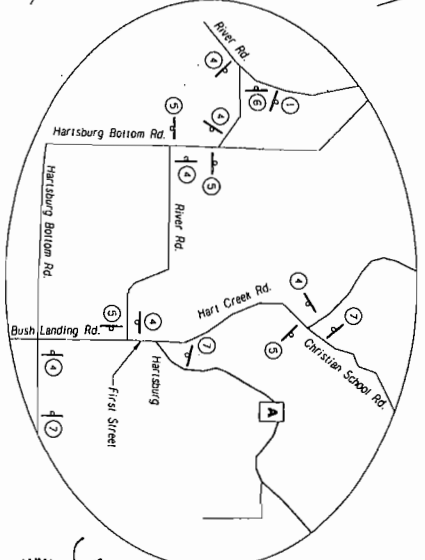
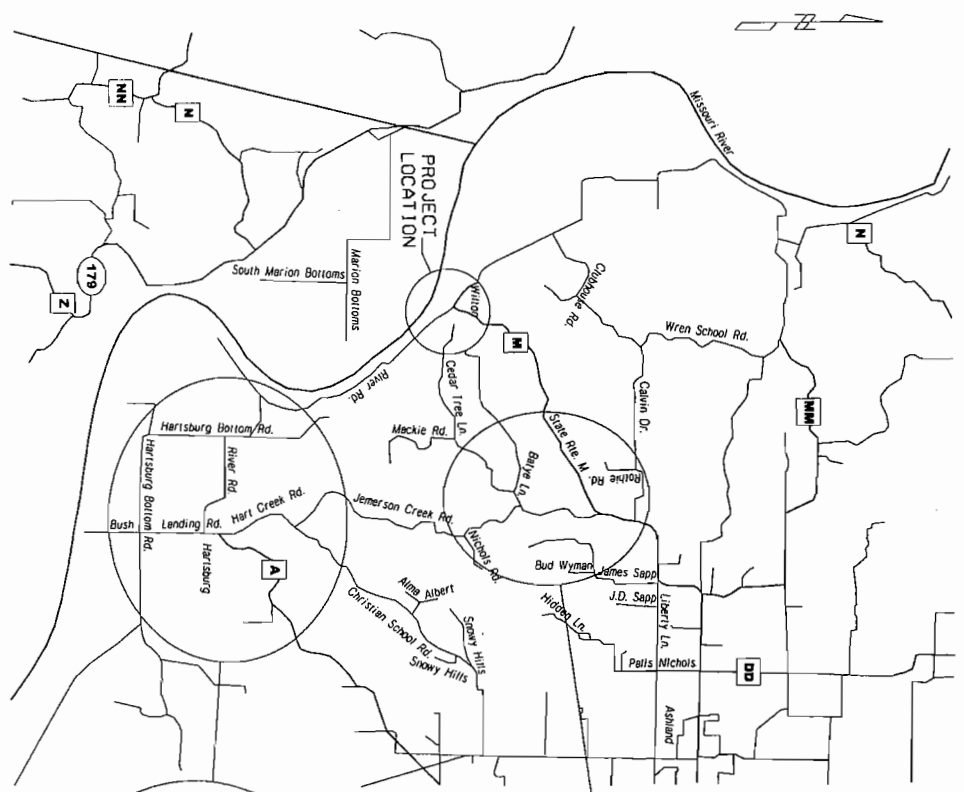
- All bolts, nuts, washers and plates are considered as part of the rail for payment.
- All steel connecting bolts and fasteners, posts and railing and all anchor bolts, nuts, washers, and plates, shall be galvanized after fabrication. For protection against rust and material requirements of steel railing see Section 1040.
- Toped notes in base plate shall be sufficiently oversized to accommodate galvanized bolts and cap screws.
- Rail posts shall be set perpendicular to roadway profile grade and vertically in cross section.
- 5/8" x 1/2" burton head oval shoulder bolts with hex nuts shall be provided at all stores in rail splices (thickness of hex nuts = 3/8").
- Minimum length of guardrail section is equal to one post space.
- Guardrail shall be made of steel and shall be 12 gauge.
- Posts, base plates, and bearing plates shall be fabricated from A36 steel.
- Washers shall be used at all posts between bolt head and beam. They shall be rectangular in shape (3'-3/4" x 2 1/2" min.) and flat, or when necessary, of such design to fit the contour of the beam. Washer shall have 1/8" x 1/2" slot.
- Fabrication of structural steel shall be in accordance with Section 712.
- Expansion splices in guardrail are normally not required, but shall be provided at locations so that the maximum length without expansion provisions does not exceed 200 feet. At expansion stores in the rails, tighten bolts, back off one-half turn and burf threads.
- For "W" beam end section details see "Guardrail End Sections" sheet.
- End anchor systems shall be used on all corners except southeast corner. End anchor assembly shall conform to AASHTO Standard Plan 600.00, sheets 10 through 12, with two exceptions:
 - "W" beam end section as shown on "Guardrail End Sections" sheet shall reduce the standard end section.
 - 8"x6"x1/4" wood blocks shall be installed between wood posts and railing as shown on "Guardrail End Sections" sheet.

NOTE: DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.

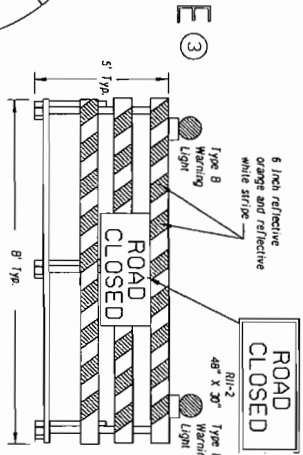


BOONE COUNTY, MISSOURI
BRIDGE NO. 40300072
GUARDRAIL
SHEET 9 OF 12

DETAILED LPI
 CHECKED CDM



W20-3 shall be placed approximately 500' past each end of project.



TYPE III MOVABLE BARRICADE
 All reflectorized surfaces shall conform to Missouri Standard Plan No. 66.0A AH
 All reflectorized surfaces shall be Type 1 sheeting unless otherwise indicated. No
 direct payment will be made for relocation of barricades.
 * Contractor shall place two Type III barricades on each side of bridge location.
 Each barricade is required to have at least one warning light.

Professional Engineer Seal: *Michael J. ...*
 BOONE COUNTY, MISSOURI
 BRIDGE NO. 40300072
 TRAFFIC CONTROL PLAN
 SHEET 12 OF 12

NOTE: DO NOT SCALE THIS DRAWING. FOLLOW DIMENSIONS.

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

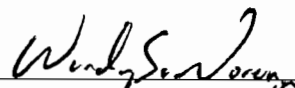
February Session of the January Adjourned Term. 20 08

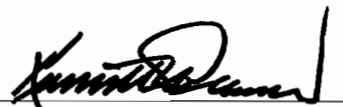
In the County Commission of said county, on the 14th day of February 20 08
the following, among other proceedings, were had, viz:

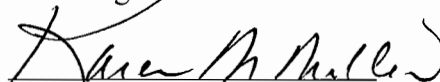
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the U.S. Communities Governmental Purchasing Alliance cooperative contract with Krueger International, Inc. for Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products and Support Services with Inside the Lines of Columbia as the County's representative. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of February, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned Term. 20 08

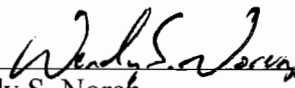
In the County Commission of said county, on the 14th day of February 20 08

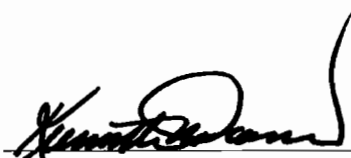
the following, among other proceedings, were had, viz:

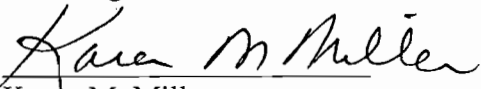
Now on this day the County Commission of the County of Boone does hereby appoint Nancy Langworthy to the Board of Parks Commission for a term beginning February 14, 2008, and ending February 13, 2012.

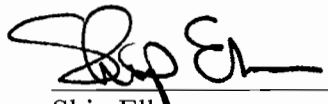
Done this 14th day of February, 2008.

ATTEST:


Wendy S. Noreh
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

91-2008

RECEIVED JAN 14 2008
Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Ken Pearson, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



effective 2/14/08
expires 2/13/2012

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Parks Commission Term: 1/14/2008

Current Township: Katy Today's Date: 1/14/2008

Name: Nancy Langworthy

Home Address: 7301 North Boothe Lane Zip Code: 65279

Business Address: _____ Zip Code: _____

Home Phone: 573 874 2463 Work Phone: _____
Fax: _____ E-mail: nancylangworthy@hotmail.com

Qualifications: Ph.D. Anthropology

Past Community Service: Boone County Hawthorne branch of Missouri Native Plant
Society; City of Columbia Human Rights Commission

References: _____

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 08

County of Boone

In the County Commission of said county, on the

14th

day of

February

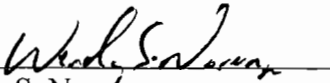
20 08

the following, among other proceedings, were had, viz:

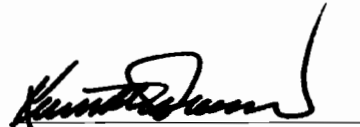
Now on this day the County Commission of the County of Boone does hereby appoint Frank Thomas to the Board of Adjustment for a term beginning February 14, 2008, and ending February 13, 2012.

Done this 14th day of February, 2008.

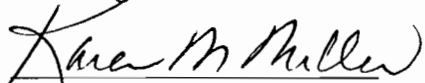
ATTEST:



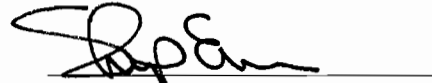
Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ok

92-2008

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Ken Pearson, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

off ive 2/14/08
expires 2/13/2012

Boone County Commission

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Board of Adjustment Term: 1/22/2008

Current Township: Columbia Today's Date: 1/22/2008

Name: Frank Thomas

Home Address: 3405 N WYATT LN Zip Code: 65202

Business Address: _____ Zip Code: _____

Home Phone: 5733569763 Work Phone: 4746193 X1270
Fax: _____ E-mail: FTHOMAS@COLINSGRP.COM

Qualifications: previous building experience

Past Community Service: Board of Adjustment
Boone County Chapter of the Red Cross

References: Rory Read 4746193
Mike Odneal 4459411

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311