

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

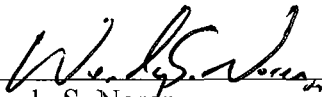
In the County Commission of said county, on the 3rd day of April 20 08


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

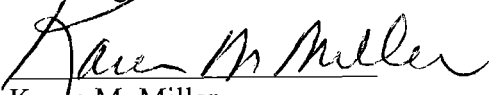
Now on this day, the County Commission of the County of Boone does hereby award bid 07-13MAR08 – Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project to Boone Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 3rd day of April, 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

STATE OF MISSOURI

County of Boone



ss.

I,Clerk

of the County Commission, in and said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at office in

Columbia, Missouri, this the day of

20.....

Clerk County Commission

By D.C.

No.

Certified Copy of Order

of
BOONE COUNTY COMMISSION,
Made at

Term, 20

In the Matter of

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 **Boone Construction Company** (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 07-13MAR08

Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project

Project Numbers: 07-537, 07-535, 06-337

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 Marshall Lane Bridge for \$141,055.00, Riley Road Bridge for \$20,368.75 and Rolling Hills Road Bridge for \$16,852.40 for a total contract amount of \$178,276.15.

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. Traffic Control Plan
22. USACE Permit Conditions
23. 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

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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:

One Hundred Seventy Eight Thousand Two Hundred Seventy Six Dollars And Fifteen Cents \$178,276.15).

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 _____ at Columbia, Missouri.

(Date)

CONTRACTOR: **BOONE CONSTRUCTION COMPANY**

By: [Signature]
Authorized Representative/Signature

OWNER: BOONE COUNTY, MISSOURI

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

By: _____
Authorized Representative Printed Name
Title: _____

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 [initials]

4/2/08
Date

2045/71100 - \$178,276.15

Appropriation Account

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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.

It is the intent of the County to award this contract to the lowest bidder based on the total combined bid for all three projects. However, the County reserves the right to remove any of the projects from the contract, which, in its judgment is deemed to be in the best interest of the County.

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

DATE	ADDENDUM NUMBER
3/11/08	#1

COMPANY NAME: Boone Construction Co

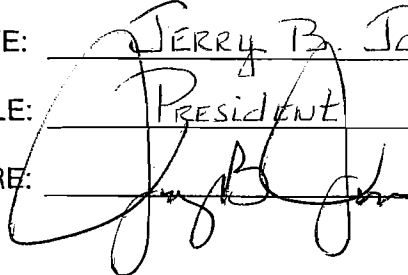
ADDRESS: 5611 Brown Station Rd.

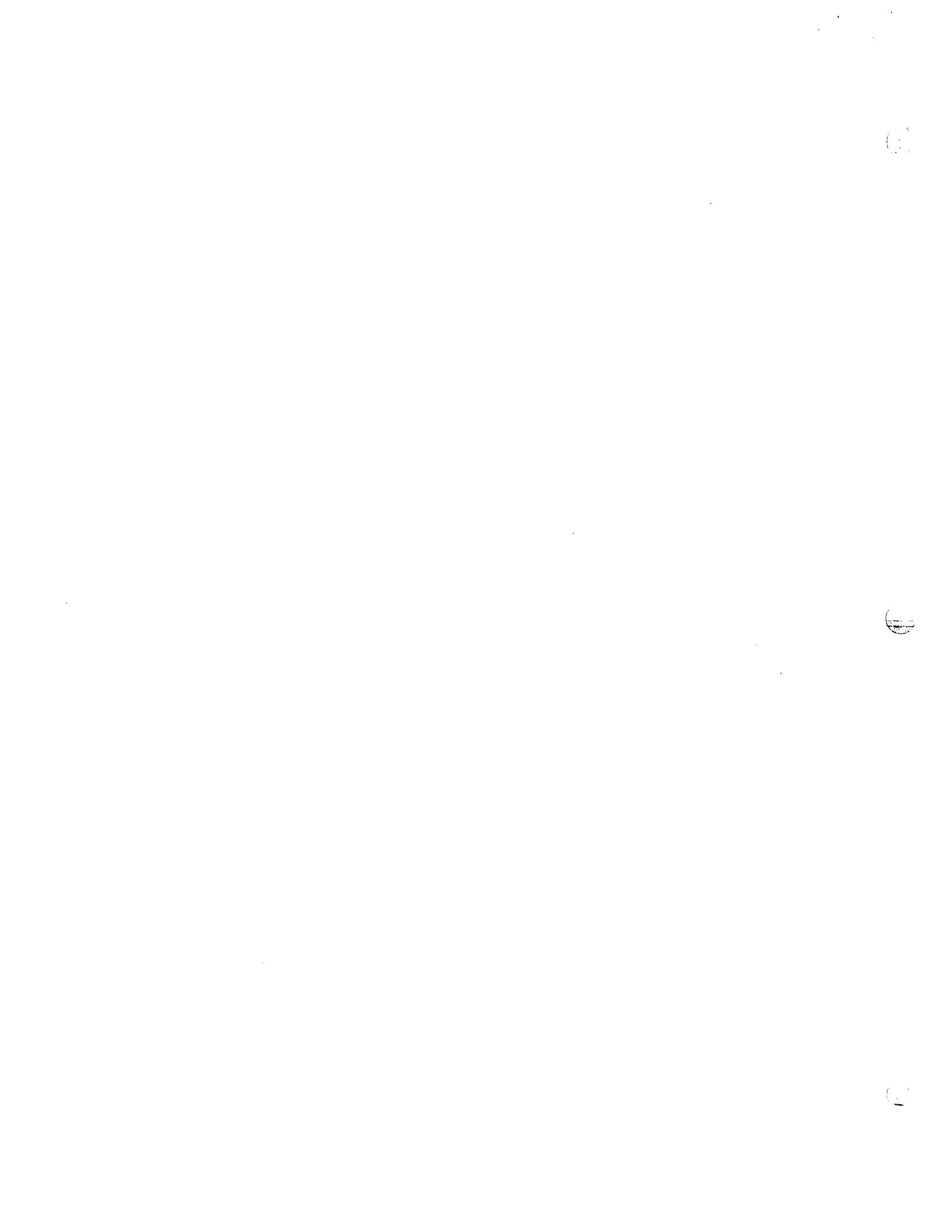
CITY, STATE, ZIP: Columbia, MD 21502

PHONE NUMBER: (573) 474-1011

AUTHORIZED REPRESENTATIVE: Jerry B. Jones

TITLE: PRESIDENT

SIGNATURE: 



BID FORM

Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project Project Nos. 07-537, 07-535 & 06-337

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.

Marshall Lane Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS	9500 ⁰⁰	9500 ⁰⁰
Construction Staking	1	LS	1550 ⁰⁰	1550 ⁰⁰
Traffic Control	1	LS	2300 ⁰⁰	2300 ⁰⁰
Removals	1	LS	1200 ⁰⁰	1200 ⁰⁰
Excavation	655	CY	1550 1550 ⁰⁰	10152.50
Approach Embankments	10	CY	85	8500 ⁰⁰
Type II Rock Blanket	250	SY	2440	6100 ⁰⁰
Structural Steel Piles (HP8x36)	240	LF	3620	8688 ⁰⁰
BCPW Class D Concrete	25.8	CY	475 ⁰⁰	12255 ⁰⁰
Precast Slab Units	1	LS	45,000	45,000 ⁰⁰
Reinforcing Steel (Epoxy Coated)	1,680	LBS	145	2436 ⁰⁰
Type A Guardrail	113	LF	6490	7288 ⁵⁰
Concrete Bridge Approach Slab	143	SY	190 ⁰⁰	27,170 ⁰⁰
1" Surface Rock	21	TONS	17 ⁰⁰	357 ⁰⁰
2" Type 1 Aggregate (Rolled Stone Base)	41	TONS	18 ⁰⁰	738 ⁰⁰
6" Type 2 Aggregate (2 1/2" Minus Base)	118	TONS	15 ⁰⁰	1710 ⁰⁰
Replacement Fence and Water Gap	1	LS	2600 ⁰⁰	2600 ⁰⁰
Seeding/Fertilizing/Mulching	1	LS	1100 ⁰⁰	1100 ⁰⁰
Subtotal for Marshall Lane				140,995⁰⁰

JBS

1770⁰⁰ TB

141055⁰⁰ TB

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Riley Road Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
19 Mobilization	1	LS	3000 ⁰⁰	3000 ⁰⁰
20 Traffic Control	1	LS	1950 ⁰⁰	1950 ⁰⁰
21 Removals	1	LS	500 ⁰⁰	500 ⁰⁰
22 PZ-27 Sheet Pile Wall	200	SF	20 ⁰⁰	4000 ⁰⁰
23 BCPW Class D Concrete	8.2	CY	750 ⁰⁰	6150 ⁰⁰
24 Reinforcing Steel (Epoxy Coated)	704	LBS	1 ⁰⁰	704 ⁰⁰
25 Railing	42	LF	385 ⁰⁰	1617 ⁰⁰
26 Shot Rock	45	TONS	16.75	753.75
27 Road Rock	36	TONS	1650	594 ⁰⁰
28 Seeding/Fertilizing/Mulching	1	LS	1100 ⁰⁰	1100 ⁰⁰
Subtotal for Riley Road:				29,368 ⁷⁵

Rolling Hills Road Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
29 Mobilization	1	LS	4000 ⁰⁰	4000 ⁰⁰
30 Traffic Control	1	LS	400 ⁰⁰	400 ⁰⁰
31 Silt Removal	1	LS	1200 ⁰⁰	1200 ⁰⁰
32 Tremie Concrete	36	CY	310 ⁰⁰	11160 ⁰⁰
33 Welded Wire Reinforcing	56	SY	145	924 ⁰⁰
Subtotal for Rolling Hills Road:				16,852 ⁴⁰

Total AMOUNT OF BID for all three projects: \$178,216¹⁵

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BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Marshall Lane, Riley Road and Rolling Hills Road Bridge Projects**

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 \$400.00 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

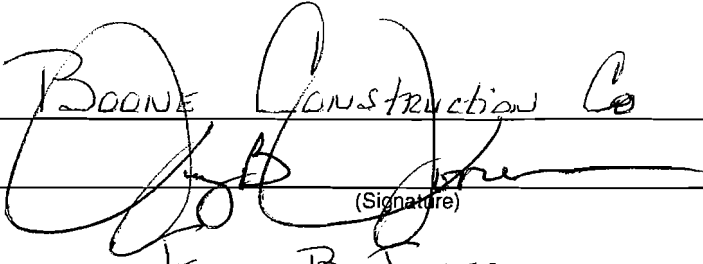
The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

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: Boone Construction Co
By: 
(Signature)
JERRY B JONES
(Print or Type Name)
Title: President
Address: 5611 Brown Station Rd
City, State, Zip: Columbia, MO 65202
Phone: (573) 474-1011
Fax: (573) 474-1222
Date: 3/13/08

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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: Boone Construction Co
2. Business Address: 5611 Brown Station Rd.
Columbia, MD 65202
3. When Organized: April 15, 1986
4. When Incorporated: April 15, 1986
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:
21
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 90%
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: _____
"SEE Attached"
12. List of projects currently in progress: _____
"SEE Attached"

* Attach additional sheets as necessary *



BOONE CONSTRUCTION CO.
Open Projects

Job No	Project Name	Project No	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
2006 PROJECTS							
06006	Camden Rt. 5	J5P0592	\$ 2,028,143.08	06/14/06	Boone Construction Co. Prime	MoDOT Mike O'Malley 93 Morgan Street Camdenton, MO 65020	Bridge - Grading Paving
06007	Clark Rt. 61	J3P0423B	\$ 2,918,267.30	06/20/06	Chester Bross Construction P.O. Box 430 Hannibal, MO 63401	MoDOT Macy Rodenbaugh, R.E. P.O. Box 1067 Hannibal, MO 63401	Bridge
06014	St. Clair Rt. 13	J7P0428	\$ 3,738,696.70	08/10/06	Ideker Inc P.O. Box 7140 St. Joseph, MO 64507	MoDOT Teri Smith, R.E. 600 West Outer Road North Nevada, MO 64472	Bridges
2007 PROJECTS							
07-001	Gentry Co. Rt. H	J1S0878 / J1S0933	\$ 478,127.75	01/26/07	Boone Construction Co Prime	MoDOT Larry Jacobson 28320 250th Street Maryville, MO 64468	Replace Bridge Deck
07-002	Carroll Co.	BRO-B017 (47)	\$ 105,466.75	03/02/07	Boone Construction Co Prime	Shafer, Kline & Warren, Inc. P.O. Box 366 Macon, MO 63552	Bridge
07-003	Cass Co. Rt. 58	J4P1488	\$ 785,778.84	03/30/07	Boone Construction Co Prime	MoDOT Jon Voss, R.E. 1057 E. Gaines Clinton, MO 64735	I-Girder Bridge
07-004	Johnson Co. Rt. 131	J4S0957	\$ 434,126.37	03/30/07	Boone Construction Co Prime	MoDOT Brian Iles, R.E. 201 Wollard Blvd. Richmond, MO 64085	Bridge Replacement
07-005	Callaway Co. Rt. B	J5S0503	\$ 323,171.84	03/30/07	Boone Construction Co Prime	MoDOT Charles Sullivan, R.E. 511 Conley Road Columbia, MO 65201	Bridge Deck
07-006	Cole Co. Rt. U	J5S0603	\$ 177,706.40	03/30/07	Boone Construction Co. Prime	MoDOT Terry Imhoff, R.E. 5617 Red Eagle Dr. Jefferson City, MO 65109	Bridge Replacement



BOONE CONSTRUCTION CO.
Open Projects

Job No	Project Name	Project No	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
07-007	Platte Co. Rt. 92	J4P1452	\$ 1,268,884.67	04/27/07	Boone Construction Co. Prime	MoDOT Gregory Stervinou, R.E. 1900 NW Cookingham Dr. Kansas City, MO 64155-1260	Bridge
07-008PR	Delkalb Co. Rt. 36	J1P0921	\$ 383,801.10		Herzog Contracting Corp. Kyle Phillips P.O. Box 1089 St. Joseph, MO 64502	MoDOT David Scrivens, R.E. 1505 N. Harris St. Cameron, MO 64429	Pavement Repair
07-009	Grundy Co.	BRO-B040 (22)	\$ 598,090.20	06/19/07	Boone Construction Co. Prime	Shafer, Kline & Warren, Inc. P.O. Box 366 Macon, MO 63552-0366	Bridge
07-010	Adair Co.	BRO-B001 (42)	\$ 612,772.36	06/27/07	Boone Construction Co. Prime	Shafer, Kline & Warren, Inc. P.O. Box 366 Macon, MO 63552-0366	Bridge
07-011	Cass Co.	BRO-B019 (27)	\$ 415,794.48	07/12/07	Boone Construction Co. Prime	Cook, Flatt & Strobel Engineers Attn: Robert S. Chambers, P.A. 2930 SW Woodside Dr. Topeka, KS 66614	Bridge
07-012	Shelby / Marion Co. Rt. 36	J3P0409 / J3P0410	\$ 1,284,398.00	08/31/07	Progressive Contractors Inc. 14123 42nd St. NE St. Michael, MN 55376	MoDOT Attn: Marty Lincoln 1303 Christopher Dr. Mexico, MO 65265	Bridge

**BOONE CONSTRUCTION CO
CLOSED PROJECTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
03001	GRUNDY	BRO-040(21)	\$ 309,689.50	01/21/03	Boone Construction Co. Prime	Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552 660-385-6441	Bridge
03002	MONTGOMERY	BRO-070(12)	\$ 207,915.20	01/13/03	Boone Construction Co. Prime	Harrington & Cortelyou, Inc. Attn: Steve Shafer 911 Main St, Suite 1900 Kansas City, MO 64105-5333 816-421-8386	Bridge
03003	Emergency Room Upgrade John Cochran Division, VAMC St. Louis, Missouri	V255C657A1-0193	\$ 11,518.00	01/03/03	Boone Construction Co. Prime	Pat Czajkowski, Contracting #1 Jefferson Barracks Dr St. Louis, MO 63125-4199 (314)894-6575	Building Renovation
03004	SCHUYLER RT 63	J2P0464	\$ 689,589.00	04/03/03	Norris Asphalt Paving Co. P.O. Box 695 Ottumwa, IA 52501 641-682-3427	Phil Sandifer, Re, MoDOT P.O. Box 8 Kirksville, MO 63501 660-785-2470	Bridge
03005	BUILD RAMP #J	V255C657A1-0203	\$ 10,780.00	03/27/03	Boone Construction Co. Prime	Pat Czajkowski, Contracting #1 Jefferson Barracks Dr St. Louis, MO 63125-4199 (314)894-6575	Building Renovation
03006	DAVISS RT 6	J1P0760C	\$ 278,001.50	04/18/03	Norris Asphalt Paving Co. P.O. Box 695 Ottumwa, IA 52501 641-682-3427	John Hackworth, RE, MoDOT 1505 N. Harris St. Cameron, MO 64429 (816)632-7304	Box Culverts
03007	DAVISS	BRO-B031(22)	\$ 164,866.60	04/14/03	Boone Construction Co. Prime	Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552 660-385-6441	Bridge
03008	DNR Green Office Bldg	X0056-01	\$ 28,520.00	04/07/03	Prof Contr. & Engineers P.O. Box 7509 Columbia, MO 65205	University of Missouri Stadium Blvd Columbia, MO 65201	Building Renovation Doors/Hardware
03009	LINN COUNTY	BRO-058(30)	\$ 284,109.10	05/06/03	Boone Construction Co. Prime	Rhodes, Sayre, & Assoc 401 W Helm St Brookfield, MO 64628 660-258-7745	Bridge
03010	JOHNSON COUNTY-WHITEMAN AFB		\$ 20,000.00		Boone Construction Co. Prime	Travis Wright, Whiteman AFB Air Combat Command 509 CONS 727 Second St, Suite 124A Whiteman, AFB, MO 65305	Bridge Demolition
03011	CITY OF CHILLICOTHE BROADWAY		\$ 510,036.30	05/27/03	Boone Construction Co. Prime	Shafer, Kline & Warren, PA 121 Washington Street Chillicothe, MO 64601 660-385-6441	Paving Pipe
03012	CHILLICOTHE-RYAN/MITCHELL 932		\$ 390,862.50	06/30/03	Boone Construction Co. Prime	Shafer, Kline & Warren, PA 121 Washington Street Chillicothe, MO 64601 660-385-6441	Paving Pipe
03013	REMODEL B-48	V255C657A10216	\$ 70,000.00	06/20/03	Boone Construction Co. Prime	Pat Czajkowski, Contracting #1 Jefferson Barracks Dr	Building Renovation

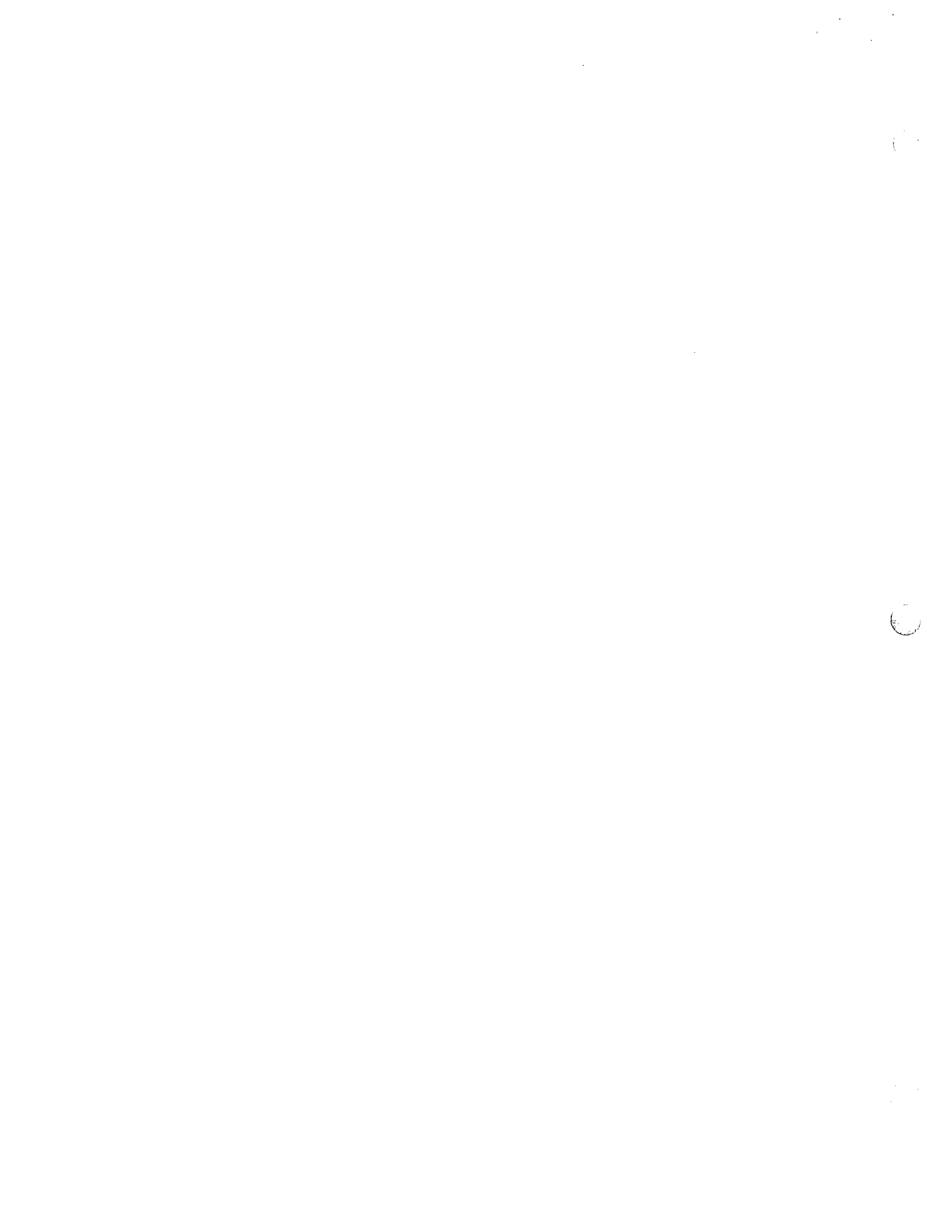


**BOONE CONSTRUCTION CO
CLOSED PROJECTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
03014	OLD PHARM-NEURO	V255C657A10217	\$ 349,755.00	06/20/03	Boone Construction Co. Prime	St. Louis, MO 63125-4199 (314)894-6575 Pat Czajkowski, Contracting #1 Jefferson Barracks Dr St. Louis, MO 63125-4199 (314)894-6575	Building Renovation
03015	NHCU FIRE ALARM	V255C657A10219	\$ 185,000.00	06/17/03	Boone Construction Co. Prime	Sean Jackson (10N15-90) Veteran's Administration 4101 South 4th Street Leavenworth, KS 66048 (913)758-4133	Building Renovation
03016	COMMANDER DR	V255C657A10220	\$ 99,885.00	06/19/03	Boone Construction Co. Prime	Sean Jackson (10N15-90) Veteran's Administration 4101 South 4th Street Leavenworth, KS 66048 (913)758-4133	Pavement Repair Asphalt
03017	REMOVE ASBESTOS	V255C657A50221	\$ 47,434.00	06/20/03	Boone Construction Co. Prime	Steve Roehr (10N15-90) Veteran's Administration 4101 South 4th Street Leavenworth, KS 66048 (913)758-4133	Building Renovation
03018	REVTMENT REPAIR	DACW6603C0007	\$ 2,898,160.00	06/17/03	Boone Construction Co. Prime	Archie Ringgenberg St. Louis Corp of Engineers 1222 Spruce Street St. Louis, MO 63103 314-331-8511	Levee Repair Rock
03019	CALHOUN PT	DACW43-03-C-0412		06/18/03	Boone Construction Co. Prime	Archie Ringgenberg St. Louis Corp of Engineers 1222 Spruce Street St. Louis, MO 63103 314-331-8511	Berm Rehab
03020	RAY COUNTY	BRO-089(13)	\$ 189,458.33	07/09/03	Boone Construction Co. Prime	MECO Engineering Co, Inc. P.O. Box 714 Jefferson City, Mo 65102 573-221-4048	Bridge
03021	CLARK	BRO-023(17)	\$ 254,928.21	07/14/03	Boone Construction Co. Prime	S & V Consultants P.O. Box 154 Jefferson City, Mo 65102 573-634-3551	Bridge
03022	BOONVILLE POLICE FACILITY		\$ 6,850.00	06/10/03	Coil Construction Co. 209 E. Broadway Columbia, MO 65205 573-874-1444	City of Boonville 4th and Morgan Street Boonville, Missouri 65233	Building Renovation Doors/Hardware
03023	SHELBY	BRO-102(16)	\$ 279,494.42	07/21/03	Boone Construction Co. Prime	Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552 660-385-6441	Bridge
03024	MKT TRAIL BRIDGE	NO.6	\$ 99,859.00	07/29/03	Boone Construction Co. Prime	City of Columbia Attn: Tony St. Romaine, CPPO P.O. Box 6015 Columbia, MO 65201	Bridge

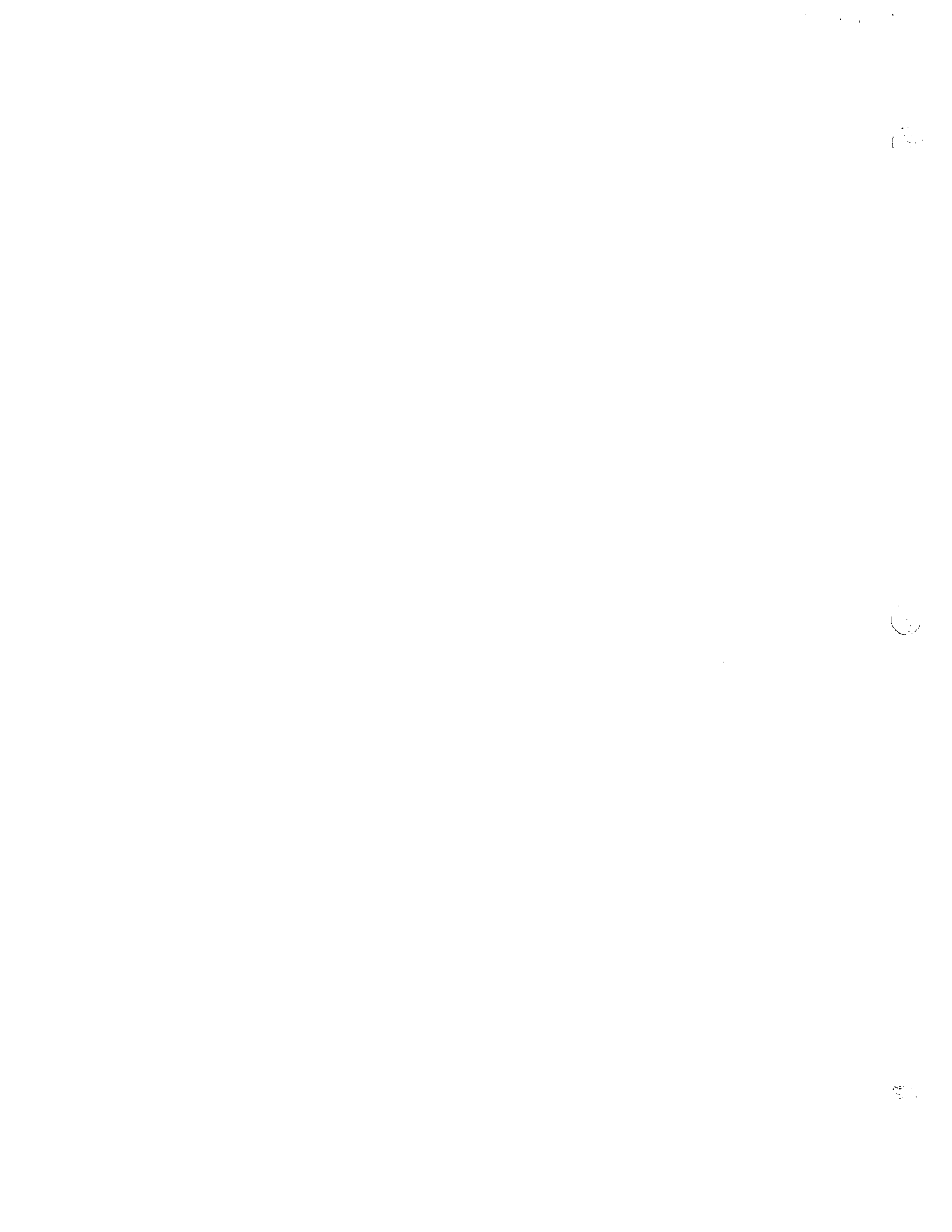
**BOONE CONSTRUCTION CO
CLOSED PF CTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
03025	CEDAR BRIDGE	#1550019	\$ 152,581.00	07/28/03	Boone Construction Co. Prime	573-874-7376 Scott Consulting & Engineering,PC 550 St. Louis Street Springfield, Mo 65806 417-866-8644	Bridge
03026	SANFORD KIMPTON BLDG		\$ 29,000.00	07/25/03	Coil Construction of Sedalia 1803 W. Main Street Sedalia, Mo 65301 660-827-0886	City of Columbia/Boone County #2 Guitar Street Columbia, Mo 65201 573-874-7687	Building Renovation Doors/Hardware
03027	Mercer/Putnam Rt.136	J2P0665	\$ 77,477.92	08/14/03	APAC Missouri, Inc. P.O. Box 913 Columbia, MO 65205-0913 573-442-0416	Phil Sandifer, Re, MoDOT P.O. Box 8 Kirksville, MO 63501 660-785-2470	Box Bridge
03028	HOWARD COUNTY	BRO-1400001	\$ 48,515.00	08/29/03	Boone Construction Co. Prime	Howard County Commission Howard County Courthouse 1 Courthouse Square Fayette, MO 65248	Bridge
03029	Stephens Park		\$ 63,370.00	09/19/03	Boone Construction Co. Prime	City of Columbia Marjorie Finlay Parks Management Center 1507 Business Loop 70 W. Columbia, MO 65202	Bridge
03030	Davies RT. 35	J1M0039	\$ 560,606.10	09/19/03	Boone Construction Co. Prime	John Hackworth, RE, MoDOT 1505 N. Harris Street Cameron, MO 64429	Pavement Repair
03032	Boone-Maupin Lane	31100241	\$ 145,276.40	09/25/03	Boone Construction Co. Prime	Boone County Purchasing Boone County Public Works Attn: John P. Watkins II 5551 Highway 63 South Columbia, MO 65201	Bridge
03033	Katy Trl. Slope Fail	X0229-01	\$ 149,607.50	10/15/03	Boone Construction Co. Prime	State of Missouri Attn: A.J. Kemple P.O. Box 809 - Truman Building Jefferson City, MO 65102	Slope Failure
03034	Grundy County	BRO-040 (20)	\$ 278,777.50	10/14/03	Boone Construction Co. Prime	Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552	Bridge
03035	Saline Rt. ZZ	J2S0463	\$ 490,441.90	10/17/03	Boone Construction Co. Prime	Phillip Raines, RE, MoDOT P.O. Box 172 Marshall, MO 65340	Bridge
03036	Marion Rt. 36	J3P0276B	\$ 43,604.75	10/17/03	Boone Construction Co. Prime	MoDOT Attn: Macy J. Rodenbaugh, RE 1711C Highway 61 S. Hannibal, MO 63401	Paving
03037	Carroll County Rt. D	J2S0421	\$ 449,443.88	10/17/03	Boone Construction Co. Prime	James Gillespie, RE, MoDOT 1302 Mitchell Ave. Chillicothe, MO 64601	Bridge
03038	Adair County	BRO-B001 (40)	\$ 154,984.70	10/22/03	Boone Construction Co. Prime	Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552	Bridge



BOONE CONSTRUCTION CONTRACTS

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
03039	St. Charles Rt. Z	J650711	\$ 65,286.00	10/24/03	Magnuder Construction Co. Attn: Mark Games P.O. Box 8 Eolia, MO 63344 APAC Missouri, Inc. P.O. Box 1117 Columbia, MO 65205	MoDOT Attn: Brandy Broeckling 6780 Old Highway N St. Charles, MO 63304 MoDOT Attn: Bert Maddox 511 Conley Road Columbia, MO 65201 Matt Stewart, VAMC 800 Hospital Drive Columbia, MO 65201 Phillip Raines, RE, MoDOT P.O. Box 172 Marshall, MO 65340	Paving
03040	Boone	J5P0801	\$ 152,087.65	10/17/03	Keith Contracting, L.L.C 3804 Waco Rd. Columbia, MO 65202 United Contractors, INC. Attn: Steve Sandquist P.O. Box 347 Johnston, IA 50131		Pavement Repair
03041	Stair Painting	V255C589A4-0261	\$ 20,000.00				Building Renovation
03042	Saline Rt. O	J2S0688 United	\$ 63,083.00	12/29/03			Bridge Approach
2004 PROJECTS							
04001	Dunklin Rt. 53	J0P00333B	\$ 627,461.50	01/16/04	Boone Construction Co. Prime	Steve Bubanovich, RE, MoDOT 2910 Barron Rd. Poplar Bluff, MO 63901	Box/Paving
04002	Holt Rt. 118	J1S0612/J1S0612C	\$ 931,832.50	01/30/04	APAC Missouri, Inc. Attn: Kim Riley P.O. Box 1117 Columbia, MO 65205 S & V Consultants, Inc. P.O. Box 154 Jefferson City, MO 65102	Larry Jacobson, RE, MoDOT 25320 250th Street Maryville, MO 64468	Bridge
04003	Washington	BRO-110 (5)	\$ 418,734.16	01/26/04		Washington County Commission Washington County Courthouse 102 N. Missouri Potosi, MO 63664	Bridge
04004	Livingston	BRO-NBIL-Bo59 (16)	\$ 673,965.55	01/29/04	Harrington & Cortelyou, Inc. 911 Main Street, Suite 1900 Kansas City, MO 64105-5333	Livingston County Commission Livingston County Courthouse 700 Webster St. Chillicothe, MO 64601	Bridge
04005	Chariton Rt. 129	J2S0682	\$ 994,426.80	02/20/04	Boone Construction Co. Prime	Jeff Gander, RE, MoDOT P.O. Box 254 Macon, MO 63552	Bridge
04006	Jackson County	BRO-048 (47)	\$ 754,381.00	03/16/04		Jackson County Commission 415 E. 12th Street Kansas City, MO 64103	
04007	Saline County	BRO-097 (35)	\$ 629,299.80	04/15/04	Boone Construction Co. Prime	Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552 Division of Design & Const. A.J. Kemple P.O. Box 809 Jefferson City, MO 65102	Bridge
04008	GHQ & Troop F	R0403-01	\$ 378,150.00	05/12/04	Boone Construction Co. Prime		Paving
04009	Daviess County	BRO-B031 (23)	\$ 487,938.10	06/07/04	Boone Construction Co. Prime	Harrington & Cortelyou, Inc. Attn: Steve Shafer 911 Main Street, Suite 1900 Kansas City, MO 64105 MoDOT	Bridge
04010	Macon Rt. 36	J2P04798/J2P0726	\$ 261,472.00	07/19/04	McAninich Attn: Christine Tracy P.O. Box 1486		Box Culvert



**BOONE CONSTRUCTION CO
CLOSED PROJECTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
04013	SW Campus Housing	45-3148	\$ 226,000.00	9/16/2004	Des Moines, IA 50306-1486 Walton Construction Co. 3252 Roanoke Kansas City, MO 64111 Phone:(816)753-2121	Curators of University of MO 130 General Services Building University of Missouri Columbia Columbia, MO 65211 Phone: (573) 882-1133	Remodel
04014	Lawrence Co. Rt. I-44	J7I0721	\$ 226,300.57	10/28/04	Koss Construction Company 5830 SW Drury Lane Topeka, KS 66604	MoDot Michael Middleton P.O. Box 855 Carthage, MO 64836	Pvmt. Repair
04015	Crawford I-44	J9I0509	\$ 218,586.80	10/07/04	Emery Sapp & Sons, Inc. 2602B N. Stadium Blvd. Columbia, MO 65202	MoDot John Sanders, R.E. P.O. Box E Rolla, MO 65402	Pavmt. Repair
04016	Pettis	BRO-080 (19)	\$ 5,700.00	11/04/04	Boone Construction Co. Prime	Barr Engineering 3236 Emerald Lane Jefferson City, MO 65109	Bridge
04018	Linn	BRO-B058 (31)	\$ 837,042.95	12/07/04	Boone Construction Co. Prime	Rhodes Engineering 401 West Helm Brookfield, MO 64628	Bridge
04019	Drill Dowell Bars		\$ 3,547.50		Boone Construction Co.	Columbia Curb & Gutter 4105 I-70 Drive SE Columbia, MO 65201	Drill Dowell Bar
2005 PROJECTS							
05001	Audrain/Callaway Rt. 54	J3P0720	\$ 54,903.90	02/01/05	Chester Bross Construction P.O. Box 430 Hannibal, MO 63401	MoDOT 1303 Christopher Drive Mexico, MO 65265	Bridge Rehabilitation
05003	Buchanan	BRO-B011(22)	\$ 158,294.00	01/12/05	Boone Construction Co Prime	Harrington & Cortelyou, Inc 911 Main St. Suite 1900 Kansas City, MO 64105-5333	Bridge Rehab
05004	Andrew	BRO-B002(33)	\$ 326,568.70	03/07/05	Boone Construction Co. Prime	Bartlett & West Engineers 1322 N. 36th Street St. Joseph, MO 64506	Bridge
05005	Gentry Rt. DD	J1S0811	\$ 708,002.75	02/18/05	Boone Construction Co. Prime	MoDOT Larry Jacobson, RE, MoDOT 28320 250th Street Maryville, MO 64468 (660) 582-3300	Bridge
05006	Daviess Rt. B	J1S0584	\$ 680,882.70	02/18/05	Boone Construction Co. Prime	MoDOT John Hackworth, RE, MoDOT 1505 N. Harris Street Cameron, MO 64429 (816) 632-7304	Bridge
05007	Laclede	BRO-B053 (07)	\$ 657,540.25	04/01/05	Boone Construction Co. Prime	Laclede County/ Meco Engineering Stephen J. Meyer P.O. Box 714 Jefferson City, MO 65102	Bridge
05008	Nodaway	BRO-B074 (36)	\$ 471,488.08	04/27/05	Boone Construction Co. Prime	Nodaway Co. Commissioner Snyder & Associates (Bob Burnett) 4730 Frederick Ave St. Joseph, MO 64506	Bridge
05009	Boone - Auburn Hills Columbia		\$ 237,530.70	05/16/05	Boone Construction Co.	City of Columbia - Sarah Talbert	Sidewalk

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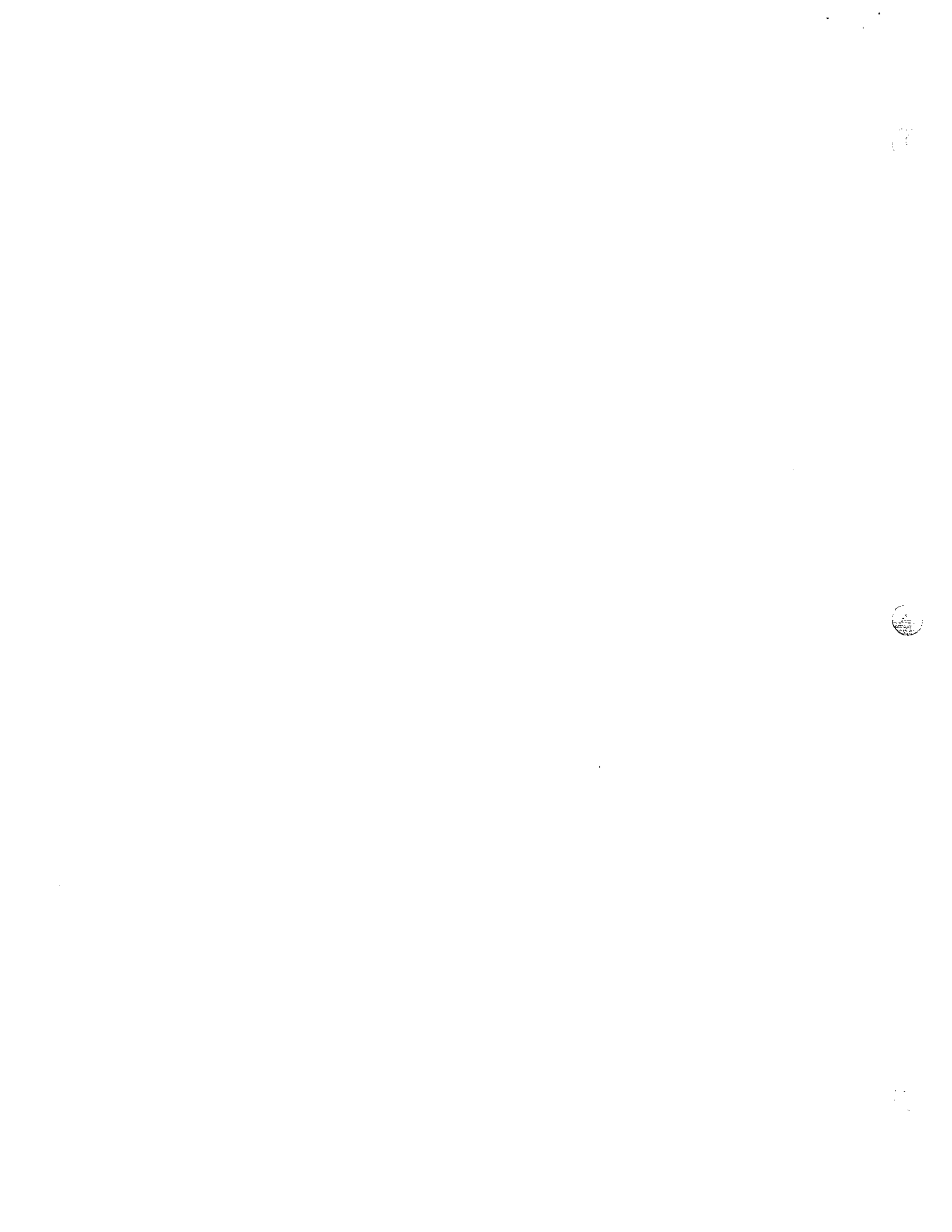
**BOONE CONSTRUCTION CO
CLOSED PR JTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
05010	Saline - Rt. 65	J2P0743	\$ 421,263.40	05/20/05	Boone Construction Co. Prime	P.O. Box 6015 Columbia MO 65205-6015 Phillip Raines, RE, MoDOT	Paving
05011	Dekalb Rt. 177	BRO-B032 (29)	\$ 473,601.90	05/16/2005	Boone Construction Co. Prime	P.O. Box 172 Marshall, MO 65340 (660) 886-2115 Dekalb Co. Commissioner McDonald & Warger P.O. Box 236 Liberty, MO 64069	Bridge
05012	Davless	BRO-B031(26)	\$ 428,571.31	07/25/05	Boone Construction Co. Prime	Davless Co. Commissioner Snyder & Associates Bob Burnett 4730 Frederick Ave St. Joesph, Mo 64506	Bridge
05013	Katy Trail Repairs	X0419-01	\$ 96,169.25	07/28/05	Boone Construction Co. Prime	State of Missouri Division of Design & Const. A.J. Kemple P.O. Box 809 - Truman Building Jefferson City, MO 65102	Trail Repairs
05014	Boone I-70	J5I0878/J5I0880 J5I0881	\$ 673,806.50	08/01/205	APAC - Beth Crum P.O. Box 1117 Columbia, MO 65205	MoDot - Bert Maddox 511 Conley Rd. Columbia, MO 65201	Pavement Repair
05015	Boone - Soft Pit Hill Road	9601	\$ 80,569.96	07/18/05	Boone Construction Co. Prime	Boone County Public Works John Watkins 5551 Highway 63 South Columbia, MO 65201	Road Alignment
05016	Harrison	BRO-B041 (28)	\$ 258,483.30	08/15/05	Boone Construction Co. Prime	McDonald & Warger P.O. Box 236 Liberty, MO 64069	Bridge
05017	Jackson Rt. 24	J4S1751	\$ 80,000.00	08/24/05	Keith Contracting, L.L.C 1101 E. Walnut Columbia, MO 65201	MoDOT	Pavement Repair
05018	Davless	BRO-B031 (24)	\$ 506,020.57	08/29/05	Boone Construction Co. Prime	Davless Co. Commissioner Shafer, Kline & Warren P.O. Box 366 Macon, MO 63552	Bridge
05020	Boone - Callanan Creek Rd.	9822	\$ 81,286.80	11/04/05	Boone Construction Co. Prime	Boone County Public Works Darin Sapp 5551 Highway 63 South Columbia, MO 65201	Road Culvert
05022	Gasconade Rt. BB	J6S0673	\$ 57,923.75	11/09/05	Boone Construction Co. Prime	Terry Imhoff, RE, MoDOT 5617 Red Eagle Drive Jefferson City, MO 65109	Bridge Removal - Relocate Road
05023	Gasconade Rt. 100	J5P0523	\$ 597,225.34	11/09/05	Boone Construction Co. Prime	Jerod Noland, RE, MoDOT 1303 Christopher Dr. Mexico, MO 65265	Deck Replacement
05024	Barton Rt. 160 & Rt. T	J7P0678 / J7S0688	\$ 718,796.70	11/09/05	Boone Construction Co. Prime	Teri Smith, RE, MoDOT P.O. Box 217 Nevada, MO 64836	Bridge Replacement
05025	Nodaway Rt. Y	J1S0829	\$ 594,084.55	12/08/05	Boone Construction Co.	Larry Jacobson, RE, MoDOT	Bridge



**BOONE CONSTRUCTION CONTRACTS
CLOSED PROJECTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
05026	Caldwell Rt. D	J1S0573	\$ 277,609.60	12/05/05	Boone Construction Co. Prime	28320 250th Street Maryville, MO 64468 John Hackworth, RE, MoDOT	Pavement / Box
05027	Clinton Rt. 69	J1S0822	\$ 893,322.75	12/08/05	Boone Construction Co. Prime	1505 N. Harris Street Cameron, MO 64429 John Hackworth, RE, MoDOT	Bridge
05028	Pettis Rt. 65	J5P0829 & J5P0830	\$ 164,681.50	12/19/05	APAC	1505 N. Harris Street Cameron, MO 64429 MoDOT	Pavement Repair
0529	Livingston Rt. 65	J2P0695 & J2P0756	\$ 137,825.00	12/22/05	Emery Sapp	MoDOT	Bridge Deck
2006 PROJECTS							
06001	Ray Rt. A	J4M0173	\$ 593,048.90	01/27/06	Boone Construction Co Prime	MoDOT James Gillespie, R.E. 1302 Mitchell Ave. Chillicothe, MO 65201	Bridge
06002	St. Charles Rt. 79	J6P1532	\$ 451,737.00	02/28/06	Magruder Construction Eolia, MO 63344	MoDOT	Bridge
06003	Buchanan / Platte Rt. 29	J1I0925	\$ 892,348.70	03/01/06	St. Joseph Fuel and Oil 1207 South 4th Street St. Joseph, MO 64501	MoDOT	Guard Rail / Cable
06004	Boone Rt. V	J5S0500	\$ 593,756.50	04/14/06	Boone Construction Co Prime	MoDOT Charles Sullivan, R.E. 511 Conley Rd. Columbia, MO 65201	Bridge
06005	Scotland Rt. AA	J3S0657	\$ 215,139.34	05/17/06	Boone Construction Co Prime	MoDOT Jeffery L. Gander, R.E. P.O. Box 254 Macon, MO 63552	Bridge - Grading Paving
06008	Sullivan	BR # 04800141	\$ 409,509.21	06/26/06	Boone Construction Co Prime	Great River Engineering Michael Puro P.O. Box 29 Bowling Green, MO 63334	Bridge
06009	Highway Patro C & G	R0603-01	\$ 23,160.00	07/11/06	Boone Construction Co. Prime	Jefferson Asphalt Company Mike Huff P.O. Box 104868 Jefferson City, MO 65110-4868	Curb & Gutter
06010	Boone Co. (Booth Lane)	06-449	\$ 74,979.48	07/17/06	Boone Construction Co. Prime	Boone County Public Works John P. Watkins, II 5551 Highway 63 South Columbia, MO 65201	Pavement Repair
06011	Cole Co. (Campbell Rd.)	2006-8021	\$ 191,556.70	07/13/06	Boone Construction Co. Prime	Cole County Dept. of Public Works Eric Landwehr, P.E. 5055 Monticello Road Jefferson City, MO 65109-9182	Low Water Crossing
06012	Wright Rt. 38	J8S0731	\$ 323,905.30	07/11/06	Boone Construction Co. Prime	MoDOT John L. Sanders 2549 North Mayfair Springfield, MO 65803	Bridge Deck Replacement
06013	Osage Rt. C	J5S0895	\$ 245,344.65	08/09/06	Boone Construction Co. Prime	MoDOT Terry Imhoff, R.E.	Bridge



**BOONE CONSTRUCTION CO
CLOSED PROJECTS**

Job No.	Project Name	Project No.	Value	Contract Date	General Contractor	Engineer/Owner	Scope of Work
06015	St. Clair Rt. 13	J7P0793	\$ 16,028.00	09/12/06	Keith Contracting, LLC 1101 E. Walnut Columbia, MO 65201	5617 Red Eagle Drive Jefferson City, MO 65109	Concrete Pavement
06016	Dalton Cardiovascular Research Center	CP061561	\$ 174,450.00	08/23/06	Boone Construction Co Prime	Curators of the University Planning, Design & Construction 1130 General Services Building University of Missouri - Columbia Columbia, MO 65211	Dalton Cardiovascular Research Center Renovate Rooms: 209 - 226 and 229
06017	Columbia Fire Station	200531	\$ 27,500.00	10/24/06	Wisch & Vaughn Construction Attn: David Cundiff P.O. Box 104388 Jefferson City, MO 65110		Concrete Pavement

2007 PROJECTS

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

JERRY B. JONES, being first duly sworn, deposes and

says that he is PRESIDENT
(Title of Person Signing)

of BOONE CONSTRUCTION Co
(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 [Signature]
By _____
By _____

Sworn to before me this 13th day of March, 20 08

Gail Storie
Notary Public

My Commission Expires May 1, 2011

GAIL STORIE
Notary Public- Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 1, 2011
Commission #07622062

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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 Missouri

Dated April 15, ~~20~~ ¹⁹⁸⁶
 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.)

Boone Construction Co
 (If a corporation - show its name above)

5611 Brown Station Rd
Columbia, MO 65202

ATTEST:

Bas Dorn
 (Secretary)

Jay B. Jones PRESIDENT
 (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 Boone

On this 13 day of March, 20 08

before me appeared JERRY B. JONES 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
President or other agent

of Boone Construction Co; 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 Columbia, MO the day and year first above written.

(SEAL) Gail Storie Notary Public

My Commission expires May 1, 20 11.

GAIL STORIE
Notary Public- Notary Seal
STATE OF MISSOURI
Montgomery County
My Commission Expires: May 1, 2011
Commission #07522052

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BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Boone Construction Co.

P.O. Box 853, Columbia, MO 65205

_____ as Principal, hereinafter called the Principal,

and the Western Surety Company,

of 390 S. WoodsMill Road, Suite 200, Chesterfield, MO 63017, a corporation duly organized under

the laws of the State of South Dakota, as Surety, hereinafter called the Surety, are held and firmly bound unto

Boone County Commission
801 E. Walnut, Columbia, MO 65201 as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Bid Amount -----

Dollars (\$ 5% of Bid Amount) , 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 Rehabilitation-Marshall Lane over a Tributary to Cedar Creek

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 13th day of March, 2008.

Paul Storm

Witness

Kim Connell

Witness

Boone Construction Co. (Seal)
[Signature] Principal
Pres Title

Western Surety Company
By *Brandi Bullock*
Brandi Bullock Attorney-in-Fact

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela E Goessling, Thomas Craig Valle, Susan L Marshall, Don K Ardolino, Brandi Bullock, Kim Connell, Timothy E Griffin, Barbara A Hilderbrand, Brenda C Mainer, Individually

of Saint Louis, MO, its true and lawful Attorney(s)-in-fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2004.



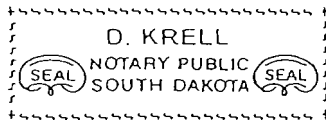
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of December, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2008.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

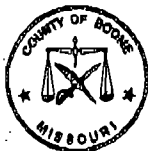
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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BOONE COUNTY, MISSOURI
Request for Bid # 07-13MAR08-Marshall Lane Bridge Project, Riley Road Bridge Project
& Rolling Hills Road Bridge Project

ADDENDUM #1 - Issued March 11, 2008

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum *should* be acknowledged and submitted with Offeror's Revised Bid Form and related submittals.

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:

1. Add section 1.1.4 under SUMMARY OF WORK on page 15.2.
Marshall Lane - Galvanized tin shall be used to replace the cattle panel specified for the water gap.
2. Add section 1.2.4 under SUMMARY OF WORK on page 15.2
Riley Road - All structural steel materials, including the sheet piling and channel rail, used on this project shall be new or used and in good condition. The materials shall meet Boone County's approval prior to installation.
3. Add section 1.3.2 under SUMMARY OF WORK on page 15.2
Rolling Hills Road - The concrete abutment protection lining shall extend 9" above the degraded portion of the existing abutment wall regardless of the level of water at the time of construction.

By: Tyson Boldan
Tyson Boldan,
Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 07-13MAR08 - Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project, receipt of which is hereby acknowledged:

Company Name: Boone Const Co
 Address: 5611 Brown Station Rd
Columbia, MO
 Phone Number: 474-1011 Fax Number: 474-1022
 Authorized Representative Signature: [Signature] Date: 3/13/08
 Authorized Representative Printed Name: Colly Jones

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***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

Bid No. 07-13MAR08 consisting of
three projects combined in one bid

Marshall Lane Bridge, Project No. 07-537

Riley Road Bridge, Project No. 07-535

Rolling Hills Road Bridge, Project No. 06-337

Scope of Project Construction for Marshall Lane Bridge Project: The three existing 84" CMPs will be removed and a 41' long precast slab 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.

Scope of Project Construction for Riley Road Bridge Project: The existing timber deck and a wing wall will be removed. The road will be widened at each end of the bridge and a new concrete deck will be placed on the existing steel beams as shown on the plans. The side slopes and ditches will be reshaped and a new sheet piling wing wall will be constructed as shown on the plans.

Scope of Project Construction for Rolling Hills Road Bridge Project: Walls will be constructed in front of the existing abutment walls, which have been undermined by the creek. These new walls will be extended down into the creek channel along the entire face of both abutment walls and wings 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 March 13, 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 March 13, 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, 2nd Floor, Columbia, Missouri 65201, telephone (573) 886-4392, or fax (573) 886-4390 for copies.

Nos. 07-537, 07-535 & 06-337: Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project

A pre-bid conference has been scheduled for March 3, 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 each site prior to submitting a bid (see section 4.1)

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Marshall Lane, Riley Road and Rolling Hills Road Bridge Projects**

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 \$400.00 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 **Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills 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 April 10, 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 the following number of working days for each project:

Marshall Lane Bridge Project – 30 working days
Riley Road Bridge Project – 20 working days
Rolling Hills Road Bridge Project – 20 working days

These projects can be completed concurrently or consecutively. However, if the projects are completed consecutively, the Contractor shall move within one calendar week from one site to the next as he completes each project. In either case the working day count shall begin for the 1st project on the Notice to Proceed date and for the 2nd and 3rd projects shall begin the day the road is closed to traffic, respectively.

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

Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project Project Nos. 07-537, 07-535 & 06-337

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.

Marshall Lane Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS		
Construction Staking	1	LS		
Traffic Control	1	LS		
Removals	1	LS		
Excavation	655	CY		
Approach Embankments	10	CY		
Type II Rock Blanket	250	SY		
Structural Steel Piles (HP8x36)	240	LF		
BCPW Class D Concrete	25.8	CY		
Precast Slab Units	1	LS		
Reinforcing Steel (Epoxy Coated)	1,680	LBS		
Type A Guardrail	113	LF		
Concrete Bridge Approach Slab	143	SY		
1" Surface Rock	21	TONS		
2" Type 1 Aggregate (Rolled Stone Base)	41	TONS		
6" Type 2 Aggregate (2 ½" Minus Base)	118	TONS		
Replacement Fence and Water Gap	1	LS		
Seeding/Fertilizing/Mulching	1	LS		
Subtotal for Marshall Lane				

Riley Road Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS		
Traffic Control	1	LS		
Removals	1	LS		
PZ-27 Sheet Pile Wall	200	SF		
BCPW Class D Concrete	8.2	CY		
Reinforcing Steel (Epoxy Coated)	704	LBS		
Railing	42	LF		
Shot Rock	45	TONS		
Road Rock	36	TONS		
Seeding/Fertilizing/Mulching	1	LS		
Subtotal for Riley Road:				

Rolling Hills Road Bridge Project BID FORM				
Description	Quantity	Unit	Unit Price	Extended Total
Mobilization	1	LS		
Traffic Control	1	LS		
Silt Removal	1	LS		
Tremie Concrete	36	CY		
Welded Wire Reinforcing	56	SY		
Subtotal for Rolling Hills Road:				

Total AMOUNT OF BID for all three projects: _____

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.

It is the intent of the County to award this contract to the lowest bidder based on the total combined bid for all three projects. However, the County reserves the right to remove any of the projects from the contract, which, in its judgment is deemed to be in the best interest of the County.

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: _____

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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.

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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:

Nos. 07-537, 07-535 & 06-337: Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project

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. Plans for Marshall Lane, Riley Road and Rolling Hills Bridge Projects
21. Boone County, Missouri Roadway Regulations Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004, and,
22. 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)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By: _____

Kenneth M. 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 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

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:

Nos. 07-537, 07-535 & 06-337: Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills 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).

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:

Nos. 07-537, 07-535 & 06-337: Marshall Lane Bridge Project, Riley Road Bridge Project & Rolling Hills Road Bridge Project

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 _____ on this _____ day of _____, 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).

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 6.1. and Section 6.2.
2. Failure to properly submit certified copies of labor payrolls required under Section 10.
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.

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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 Marshall Lane.

1.1.1 Removing the three existing 84" CMPs and constructing a 41' long precast slab bridge with cast-in-place end bents on structural steel piles.

1.1.2 Reshaping the existing channel under the bridge and just up and downstream to match the existing channel.

1.1.3 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.

1.2 Riley Road.

1.2.1 Removing existing timber deck and failing wing wall and constructing a new 6" thick concrete deck.

1.2.2 Constructing new sheet pile wing wall.

1.2.3 Grading behind new wing wall and roadway, installing embankment and regarding slopes as shown on the plans.

1.3 Rolling Hills Road.

1.3.1 Constructing new, protective walls to protect existing abutment walls from scour and undermining.

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 sites and other areas identified by the Contract Documents.

3.3 The Contractor shall keep the sites free from accumulated waste materials, rubbish and other debris during the progress of the work and shall leave the sites 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 except when necessary.

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 roadways 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 areas 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.

2.0 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.

2.1 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

3.0 Quality Assurance Control of Installation.

3.1 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.

3.2 The Contractor shall comply with specified standards as defined as the minimum quality for the work.

3.3 All work shall be performed by persons qualified to produce workmanship of specified quality.

3.4 The Contractor shall follow manufacturer's recommendations for installation.

4.0 Inspection and Testing Services.

4.1 The Contractor shall give the County's representative a 48-hour notice of readiness for all required inspections, tests, or approvals.

4.2 Testing will conform to the current standard specified to assure quality.

4.3 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 existing corrugated metal pipes on Marshall Lane, the bridge deck on Riley Road and during construction on these two projects. One lane of traffic shall be maintained during the rehabilitation of the Rolling Hills Road project. This work shall consist of furnishing and maintaining traffic control devices, as shown on the Marshall Lane and Riley Road Plans and in Appendix D for Rolling Hills Road, 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 prices 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 Section 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 in each respective project and in other bid items on the Rolling Hills Road project.

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:

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.

3.4 If not included specifically in the bid items, the cost for construction staking shall be included in the unit bid price for other items.

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 these projects. 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 sections 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.

2.0 Measurement and Payment. No final measurement will be made for Seeding/Fertilizing/Mulching. Seeding/Fertilizing/Mulching shall be paid as lump sum.

3.0 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.

4.0 Execution.

4.1 Seeding shall be applied between March 15th and May 15th or between August 15th and October 15th:

4.2 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. 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.

J. 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.

K. STEEL PILING

1.0 Project Description. The Work consists of the use of steel piling for use in the construction of the bridge substructure.

2.0 Submittals. The Contractor shall supply a certification of specification compliance.

3.0 Measurement and Payment.

3.1 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.

3.2 No additional payment will be made for pile splicing.

4.0 **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.

L. CONCRETE

1.0 Boone County Public Works Class D Concrete.

1.1 **General.** The Work consists of the use of Boone County Public Works (BCPW) Class D Concrete for the construction of all cast-in-place concrete structures on the Riley Road and Marshall Lane projects.

1.1.1 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 tenth of a 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.

1.3 **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.

1.4 Execution.

1.4.1 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.

1.4.2 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.

2.0 Tremie Concrete.

2.1 **General.** This item consists of the use of MoDOT Seal Concrete for the construction of abutment wall protection for both existing end bents on the Rolling Hills Road project.

2.1.2 The Contractor shall provide submittals as specified in Section 250.5 through 250.5.2 of the Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge & Right of Way Regulations, Effective Date: May 13, 2004.

2.2 **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 Tremie Concrete. No final measurement will be made except for authorized changes during construction or where appreciable errors are found in the contract quantity.

2.3 **Materials.** Materials for tremie concrete shall be in conformance with MoDOT Section 501 specifications for Seal Concrete.

2.4 Execution. Placement of tremie concrete shall conform to MoDOT Specifications including MoDOT Sections 703.3.3.6 through 703.3.3.8.

M. 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.

2.0 Submittals. The Contractor shall supply a certification of specification compliance.

3.0 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.

4.0 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.

4.1 Reinforcing steel shall be epoxy coated per MoDOT Specifications.

N. PRECAST CONCRETE SLAB UNITS

1.0 Project Description. The Work consists of the purchase and installation of the precast concrete slab units used for the bridge construction on Marshall Lane.

2.0 Submittals. Manufacturer's certification for the precast concrete slab units.

3.0 Measurement and Payment.

3.1 No final measurement of Precast Concrete Slab Units will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Precast Concrete Slab Units.

3.2 The neoprene pad, #6 dowels, non-shrink grout, and guardrail connections (for outside slabs) will be considered incidental to the Lump Sum bid price for Precast Concrete Slab Units.

4.0 Materials.

4.1 The slab units may be reinforced or prestressed.

4.2 The slab unit design shall be based on AASHTO specifications for 0.60 wheels of HS20 loading with an ultimate strength design for 1.3 DL + 2.17 Live Load and Impact.

4.3 Concrete - $f'_c=5,000$ psi.

4.4 Reinforcing – ASTM A615 Grade 60, $f_y=60,000$ psi. Reinforcing steel shall be epoxy coated per MoDOT Specifications.

4.5 Prestressing Strands – AASHTO M203

4.6 Bearings shall be 60 durometer plain neoprene pads.

4.7 The Manufacturer shall determine the reinforcing required to meet the specified design and loading criteria.

4.8 The slab beams shown on the Plans or others that are used are to be obtained from a supplier or fabricator. The supplier or fabricator shall provide a certification that the slabs meet or exceed the requirements of AASHTO Specification for HS20 loadings plus impact. The certification shall be signed and sealed by a Professional Engineer.

4.9 The Contractor may opt to provide slabs of a different size. The slabs cannot exceed the thickness nor the out-to-out slab width as designated on the Plans and shall provide a minimum clear roadway of 25 feet taking into account the width of the guardrails as designed and shown on the Plans. Slabs of a different size must be submitted to the Engineer for approval. Any cost for engineering of different size slabs and changes required to the Plans shall be borne by the Contractor at no additional cost to the project.

5.0 Installation. Install slab units as specified by the Manufacturer and as shown on the Plans.

O. GUARDRAIL

1.0 General. This item shall include the furnishing of all materials, labor and equipment necessary to construct the MoDOT Type A guardrail or channel curb, 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 for MoDOT Type A guardrail.

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 or Channel Curb.

3.0 Installation.

3.1 Marshall Lane.

3.1.1 Install MoDOT Type A guardrail in accordance with manufacturer's instructions and as shown on the Plans.

3.1.2 Space the posts on a 6-foot 3-inch spacing (On-Center).

3.1.3 End Type A guardrail using the end sections as shown on the Plans.

3.2 Riley Road

3.2.1 Install Channel Curb as shown on the plans.

3.2.2 Space the posts on a 5-foot 0-inch spacing (On-Center).

3.2.3 End Channel Curb as shown on the Plans.

P. 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.

Q. REPLACEMENT FENCES

1.0 Fences adjacent to some of the installation sites will have to be removed to facilitate construction. The Contractor will furnish temporary fencing to contain livestock, if required by adjacent farming operations. At the completion of work, the fences will be restored as close as practical to their original locations, as shown on the Plans or as directed by the Engineer.

R. UTILITY – Marshall Lane

1.0 On the Marshall Lane project, the utility locate company marked a telephone line running through the project as shown on the plans. However, the phone company has indicated that the active line dead ends, west and east of the project limits, and that there is no active line running through the project.

1.1 Should a conflict arise, refer to Section A, Item 4.4 under "Summary of Work" within the Technical Specifications on how to resolve the issue.

S. WORK ON PRIVATE PROPERTY

1.0 The Contractor shall be responsible for contacting adjacent property owners for right of entry onto property outside the designated right-of-way on each project and for repairing the ground and fences to their satisfaction.

1.1 Replaced fences shall be equal or better than the type and quality of the fences affected by the construction. The cost for this work shall be included in other items of work.

1.2 Before final acceptance of the project by the County the Contractor shall provide an acceptance letter signed by the property owner stating the ground and/or fences have been restored to their satisfaction.

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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.

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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	2/08		\$20.40	18	7	\$8.77
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.

- vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- 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					
Journeymen	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.



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 _____

Dates of Work Reported Below
 Beginning _____ Ending _____

Date Construction Began _____ Percent Completed To Date _____

Cost and Location of Project _____
 County _____

Description _____
 Type of Construction
 Building Heavy Highway

E-mail: _____
 Website: _____

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/lr. 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.

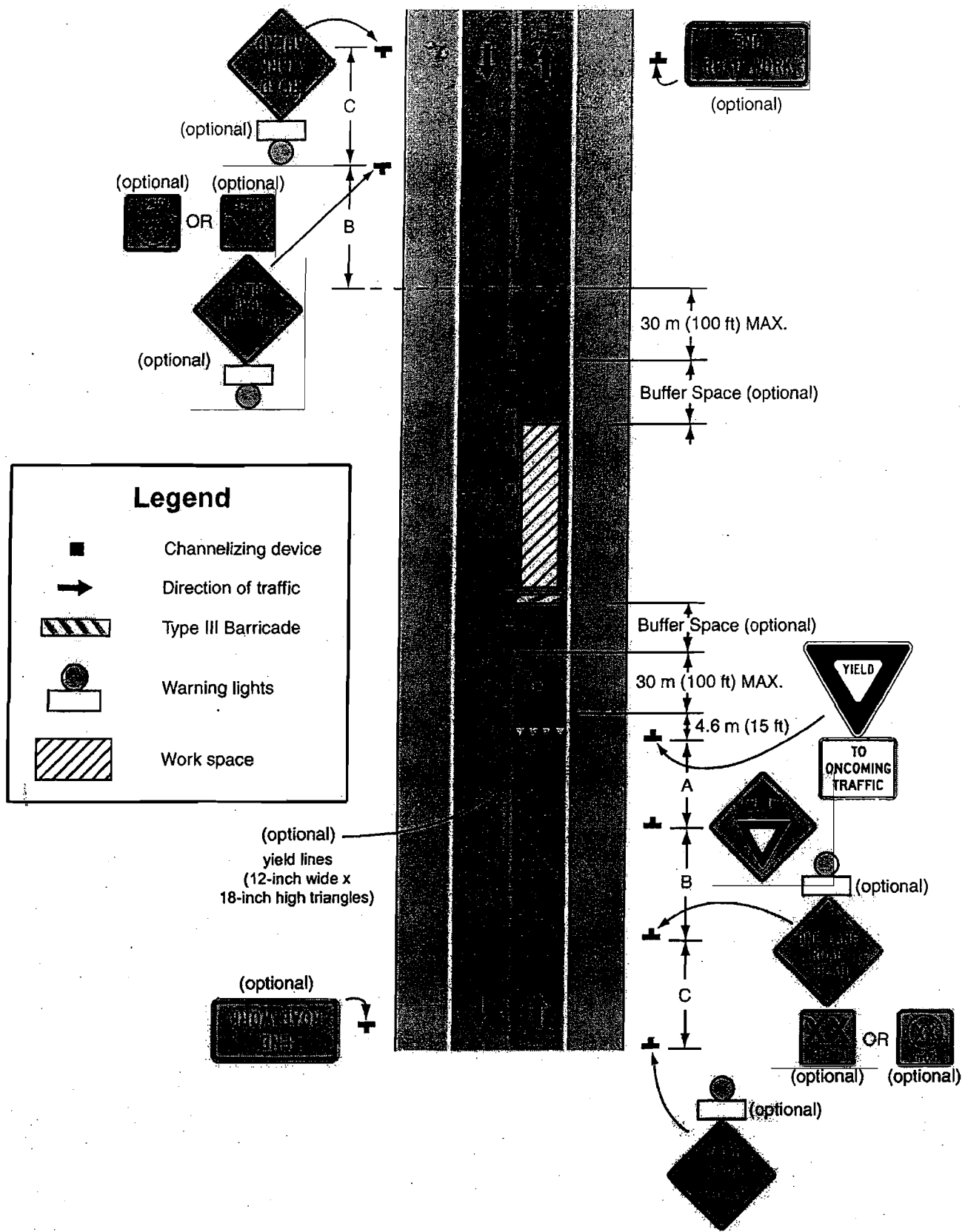
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APPENDIX C

The plans for these projects are provided separate from the specifications but shall be considered part of the contract documents as if included herein.

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Lane Closure on Rolling Hills Road



Distance Between Signs (ft.)

A	B	C
100	100	100

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APPENDIX E

USACE Permit Conditions – Marshall Lane Bridge Project

This letter certifies that Harrington & Cortelyou has reviewed the design of the Marshall Lane Bridge Project based on Section 404 of the Clean Water Act (33 USC 1344) and has determined that, based on the Plans and Specifications, this project is authorized by nationwide permit (NWP) 14, provided that the Contractor meets the conditions listed in the Excerpts from March 12, 2007 Federal Register Nationwide Permit General Conditions and Nationwide Permit No. 14 Conditions (72 FR 11092), the State of Missouri General Conditions for Nationwide Permits and the State of Missouri Specific Conditions for Nationwide Permit No. 14. These conditions shall be met by the Contractor during construction of the bridge.

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APPENDIX F

USACE Permit Conditions – Rolling Hills 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 1, 2007

Missouri State Regulatory Office
(2007-01412)
(Boone, MO, NWP 14)

Mark S. Huck, P.E.
Harrington & Cortelyou, Inc.
911 Main Street, Suite 1900
Kansas City, Missouri 64105-5333

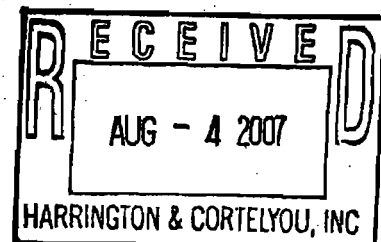
Dear Mr. Huck:

This letter pertains to your request, submitted on behalf of David W. Mink of Boone County Public Works, received July 18, 2007, for a Department of the Army (DA) permit determination regarding the proposed rehabilitation of Bridge 200, a single span concrete beam bridge on South Rolling Hills Road over Gans Creek. The proposed work involves the placement of approximately 32 cubic yards of concrete for both the north and south abutments of the bridge and minor excavation of loose and soft silt for level concrete placement within Gans Creek. The bridge rehabilitation is located in Section 34, Township 48 north, Range 12 west in 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 September 29, 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, 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.

The following conditions are made a part of this authorization:

1. Any material excavated from Gans Creek must not be re-deposited into the stream or any adjacent wetlands.

2. All temporary structures must be removed in their entirety from Gans Creek immediately upon completion of work activities.

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.

Ms. Valerie Schofield, Regulatory Specialist, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Ms. Schofield at 573-634-2248 x 3824 (FAX 573-634-7960). Please reference Permit No. 2007-01412 in all comments and/or inquiries relating to this project.

Enclosures

Copies Furnished:

David W. Mink
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201
w/o enclosures

Missouri Department of Natural Resources
w/o enclosures

Missouri Department of Conservation
w/o 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): 01 August 2007

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: NWK OD-RM / Boone County Public Works/ 2007-01412

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Missouri County/parish/borough: Boone City: Columbia
Center coordinates of site (lat/long in degree decimal format): Lat. 38.9023° N, Long. -92.258° W
Universal Transverse Mercator: X = 564341.974 Y = 4306191.953 (Zone 15)

Name of nearest waterbody: Gans Creek

Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Missouri

Name of watershed or Hydrologic Unit Code (HUC): 10300102 (Lower Missouri - Moreau)

- 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: 01 August 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~~ **no** "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: Gans Creek 36 linear feet: width (ft) and/or acres.
Wetlands: acres.

c. Limits (boundaries) of jurisdiction based on: ~~Established by OHWM~~

Elevation of established OHWM (if known):

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: Pick List

Drainage area: 345.6 acres

Average annual rainfall: 38 - 40 inches

Average annual snowfall: inches

(ii) Physical Characteristics:

(a) Relationship with TNW:

Tributary flows directly into TNW.

Tributary flows through 1 tributaries before entering TNW.

Project waters are Pick List river miles from TNW.

Project waters are Pick List river miles from RPW.

Project waters are Pick List 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: Gans Creek merges with Clear Creek to form Little Bonne Femme Creek. Little Bonne Femme Creek flows into the Missouri River.

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.

Tributary stream order, if known: 3rd.

(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: feet
Average depth: feet
Average side slopes: **Pick List**.

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: **Pick List**

Tributary gradient (approximate average slope): %

(c) Flow:

Tributary provides for: **Pick List**

Estimate average number of flow events in review area/year: **Pick List**

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: Gans Creek has regular flow that persists throughout the year and is identified as a perennial stream on 7.5 Minute U.S.G.S. Topographic Map (Columbia, MO Quadrangle).
- 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: Gans Creek - 36 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:

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.

Identify water body and summarize rationale supporting determination:

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: 7.5 Minute Topographic Map (Columbia, MO Quadrangle).
- USDA Natural Resources Conservation Service Soil Survey. Citation:
- National wetlands inventory map(s). Cite name: Center for Agricultural, Resource, and Environmental Systems (2004).
- State/Local wetland inventory map(s):
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date): Center for Agricultural, Resource, and Environmental Systems (2007).
or Other (Name & Date): Provided by applicant (2007).
- 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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Excerpts from March 12, 2007 Federal Register Nationwide Permit General Conditions

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP's 4 and 48.
6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on

the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP's. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP's.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
- (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested

information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity:

(1) Until notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) If 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects

occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

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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STATE OF MISSOURI GENERAL CONDITIONS
FOR NATIONWIDE PERMITS

These conditions ensure that activities carried out under Nationwide Permits (NWP) do not violate the Water Quality Standards of the State of Missouri resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability, and/or impacts to the biological and chemical integrity of the waterbody. These general conditions and the specific conditions are in addition to, not a replacement for, those conditions included by the federal authorities. To further reduce the potential for water quality impacts, parties are encouraged to conduct the permitted activity(s) during periods of low moisture and/or low flow to the extent possible. These general conditions apply to NWPs 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 25, 27, 30, 31, 33, 36, 40, 41, 42, 43, 45, 46 and 47.

The remaining NWPs, which will require individual certifications by the Missouri Department of Natural Resources, are: 17, 29, 32, 34, 37, 38, 39, 44, 48, 49 and 50.

MISSOURI GENERAL CONDITIONS are as follows:

1. NWPs shall not allow the filling of jurisdictional springs.
2. Acquisition of a NWP(s) and attendant water quality certification(s) shall not be construed or interpreted to imply the requirements for other permits are replaced or superceded. Any national pollutant discharge elimination system (NPDES) permits, general permits for land disturbance, or other requirements shall be complied with. Applicants with questions are encouraged to call the Water Protection Program, NPDES Permits and Engineering Section, at (573) 526-3589.
3. Care shall be taken to keep machinery out of the waterway as much as possible. Fuel, oil and other petroleum products, equipment and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent floodway beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waterbodies as a result of this operation.
4. Petroleum products spilled into any waterbody or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible to the Missouri Department of Natural Resources' 24-hour Environmental Emergency Response number at (573) 634-2436.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable for bank stabilization and shall not be used due to their potential to cause violations of the general criteria of the Water Quality Standards, 10 CSR 20-7.031 (A) - (H):
 - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications outlined below, and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows;
 - b. Concrete with exposed rebar;
 - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state;

- d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure; and
- e. Any material containing chemical pollutants (for example: creosote or pentachlorophenol).

Recycled or broken concrete may be used provided that it is reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces. Applicants must break all large slabs to conform to the well-graded requirement. Generally, the maximum weight of any piece shall not be more than 500 pounds. Gravel and dirt shall not exceed 15% of the total fill volume. All protruding reinforcement rods, trash, asphalt and other extraneous materials must be removed from the broken concrete prior to placement.

Recycled or broken concrete being used simply as fill need not conform to the well-graded requirement. It shall, however, be free of extraneous materials and shall be placed to eliminate voids within the fill.

- 6. Clearing of vegetation/trees shall be the minimum necessary to accomplish the activity. A vegetated corridor shall be maintained from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of this NWP, lack of ownership or control of any portion of this corridor may be considered a legitimate and discretionary cause to waive this requirement on that portion.
- 7. This water quality certification is not valid for any Section 404 permit issued on a waterbody that:
 - a. Is listed as impaired pursuant to Section 303(d) of the Clean Water Act;
 - b. If the activities are located in or occur within two miles upstream of a designated outstanding state or national resource area (10 CSR 20-7.031); or
 - c. If the activities are located in a designated metropolitan no-discharge stream.

Waters on the 303(d) list can be found at http://www.dnr.mo.gov/env/wpp/waterquality/2002_303d_list.pdf. *Outstanding National/State Resource Waters* and *Metropolitan No-Discharge Streams* can be found in 10 CSR 20-7.031, Tables D, E and F or at <http://www.sos.mo.gov/adrules/csr/current/10csr/10c20-7b.pdf>. If more detail than what is provided at these web sites is needed to precisely pinpoint your location, please call (573) 522-2552.

- 8. Streambed gradient shall not be permanently altered during project construction.
- 9. NWPs involving a loss of more than 1/10 acre of wetlands with a predominance of bottomland hardwoods that are comprised mainly of different species of gum, oak and bald cypress shall require individual water quality certification by the state.
- 10. NWPs issued by the Army Corps of Engineers (Corps) for which the 300 linear feet threshold for stream impacts is waived by the district engineer on classified waterbodies as defined by 10 CSR 20-7.031 shall require individual water quality certification by the state.
- 11. No project under a NWP shall accelerate bed or bank erosion.

12. Planting of any required vegetated buffer shall maximize the use of native, flood tolerant species to provide soil stabilization and wildlife benefits. Invasive, non-native species are prohibited.
13. Pursuant to Chapter 644.038, RSMo, the department certifies all NWP's for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission.

STATE OF MISSOURI SPECIFIC CONDITIONS:

Note: There are no specific conditions for NWP's 5, 15, 18, 21, 23, 25, 27, 30, 31, 45 and 46. For these NWP's only general conditions apply.

NATIONWIDE PERMIT 3

Maintenance

1. Silt, sediment and debris removal shall be limited to a maximum of 50 linear feet upstream and downstream of structures.
3. During dewatering, water shall not be returned directly to the waterway but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 csf or less, return may be made directly to the stream.
3. This condition applies to any regulated activity, which involves the construction of a new or replacement culvert on a Class P or C stream in Missouri. All culverts must be designed to allow the natural passage of aquatic organisms. The culvert design must mimic the natural shape and flow of the channel. For all triple cell culverts on Class P and C streams, the opening of the center culvert must be slightly lower than the adjacent culverts to concentrate low flows for the passage of aquatic organisms. Class P and C streams in Missouri can be found at <http://www.sos.mo.gov/adrules/csr/current/10csr/10c20-7c.pdf>.

NATIONWIDE PERMIT 4

Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities

1. Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

NATIONWIDE PERMIT 6

Survey Activities

1. Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the waterway, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

NATIONWIDE PERMIT 7

Outfall Structures and Associated Intake Structures

1. Water quality certification does not replace or negate the need to obtain any or other required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components, including outfall structures, or permits to release wastewater effluents or for the construction of components related to public water supplies, including intake structures, as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

NATIONWIDE PERMIT 12

Utility Line Activities

1. Material resulting from activity may not be temporarily sidecast into waters of the state for more than one month.
2. Directional boring under the streambed to avoid impacts to waters of the state is recommended. For utility crossings that must disturb the streambed, work shall be conducted in such a manner as to seal off the work area from flow.
3. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
4. For any wetland impacts permitted under this nationwide permit, the applicant shall segregate and store separately the top 12 inches of soil to be replaced as top fill in the final trench closure. This condition will be waived if, due to special circumstances, the district engineers of the Army Corps of Engineers specifically require a different methodology in their permit.

NATIONWIDE PERMIT 13

Bank Stabilization

1. Channelization of streams is not allowed under this nationwide permit (NWP). Bank stabilization activities along one bank of a stream are permitted, including bank sloping and/or riprapping.
2. The redirection of flow by excavation of the opposite bank of a stabilization project or a stream channel bed is considered a channel modification and is prohibited by this NWP.

NATIONWIDE PERMIT 20

Oil Spill Cleanup

1. Since oil spill cleanup can have many specific tasks or processes involved which may require the acquisition of separate general or site specific permits, all applicants shall contact the Water Protection Program, NPDES Permits and Engineering Section, at (573) 751-6825 to determine any specific requirements. Compliance with requirements, if any, of those permits shall also be part of the water quality certification conditions.

NATIONWIDE PERMIT 22

Removal of Vessels

1. Use of this nationwide permit in Missouri is limited to removal actions only and shall not be used for any disposal of vessels.

NATIONWIDE PERMIT 33

Temporary Construction, Access and Dewatering

1. The use of this nationwide permit shall be limited to impacts of 6 months or less in duration.
2. Any removal of accumulated gravel upstream of a bridge or crossing shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat.

NATIONWIDE PERMIT 36

Boat Ramps

1. No project shall be constructed in, or immediately upstream of, any known mussel beds. The Missouri Department of Conservation shall be consulted at (573) 882-9880 to determine if any known beds are present.
2. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

NATIONWIDE PERMIT 40

Agricultural Activities

1. No farm ponds may be constructed under this nationwide permit within those waters designated as Class P or Class C in the state's Water Quality Standards Regulations (10 CRS 20-7.031, Table H at www.sos.mo.gov/adrules/csr/current/10csr/10c20-7c.pdf).

NATIONWIDE PERMIT 41
Reshaping Existing Drainage Ditches

1. Material from the reshaping activities shall not be sidecast into any jurisdictional waters for more than one month.

NATIONWIDE PERMIT 42
Recreational Facilities

1. The vegetated corridor to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

NATIONWIDE PERMIT 43
Stormwater Management Facilities

1. No new or expanded stormwater management facilities may be constructed under this nationwide permit unless the storage facilities are located off-channel.

NATIONWIDE PERMIT 47
Pipeline Safety Program Designated Time Sensitive Inspections and Repairs

1. Material resulting from activity may not be temporarily sidecast into waters of the state for more than one month.

COMPLIANCE CERTIFICATION

General condition 26 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page upon completion of the project.

APPLICATION NUMBER: 2007-01412

APPLICANT: David W. Mink
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201

PROJECT LOCATION: In/over Gans Creek in Section 34, Township 48 north, Range 12 west in Boone County, Missouri.

- a. I certify that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.
- b. I certify that any required mitigation was completed in accordance with the permit conditions.
- c. Your signature below, as permittee, indicates that you have completed the authorized project as certified in paragraphs a and b above.

(PERMITTEE)

(DATE)

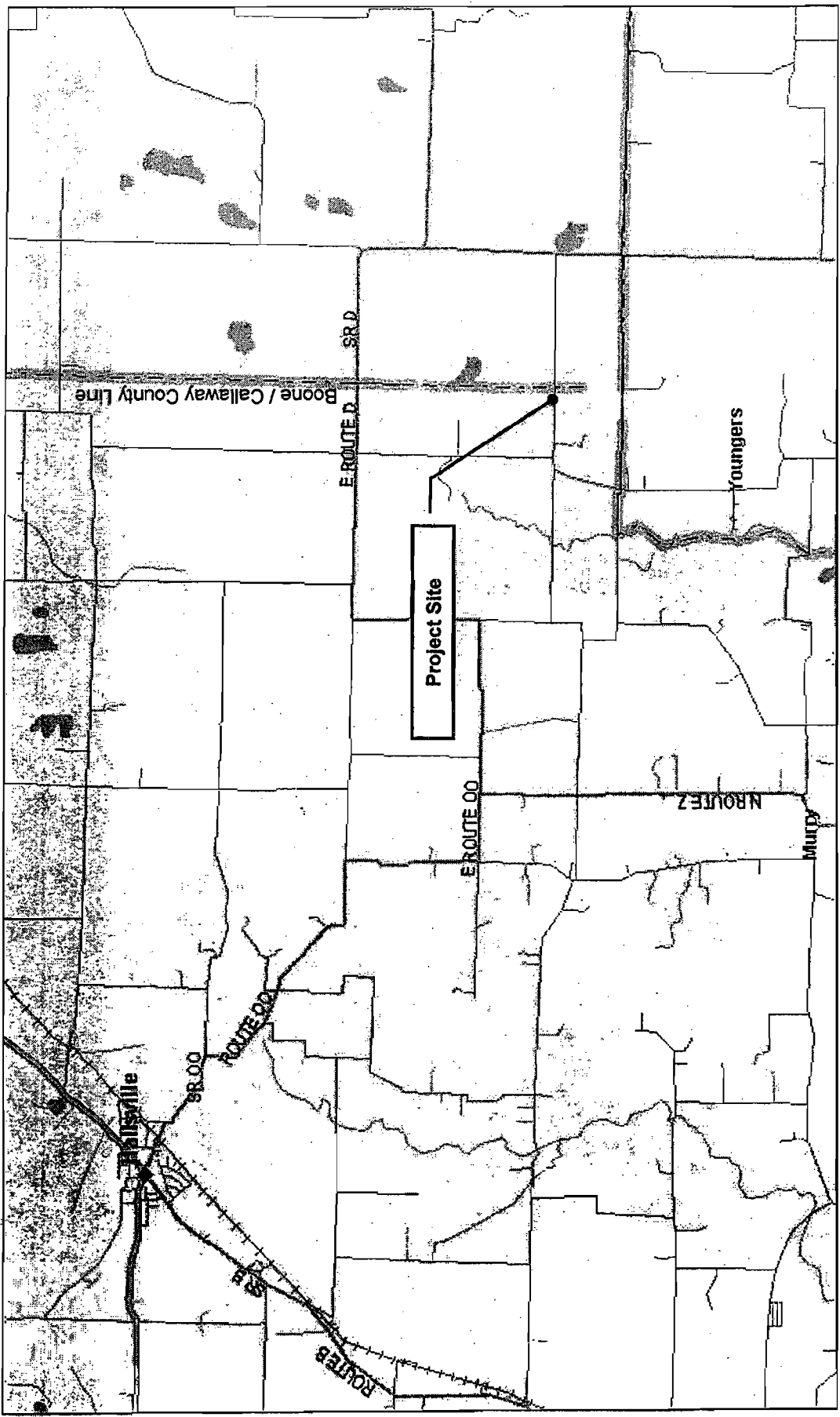
Return this certification to:

U.S. Army Corps of Engineers
Missouri State Regulatory Office
221 Bolivar Street, #103
Jefferson City, MO 65101

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APPENDIX G

Geotechnical Report – Marshall Lane Bridge Project



Project Site



NOT TO SCALE

VICINITY MAP
MARSHALL LANE BRIDGE
BOONE COUNTY, MISSOURI

Terracon
3601 Mojave Court, Suite A
Columbia, MO 65202

Project Manager: JMK
Reviewed By: EHL
Drawn by: JMK

Project No. 09065134
January 3, 2007

LOG OF BORING NO. B-02

CLIENT BOONE COUNTY PUBLIC WORKS	ARCHITECT / ENGINEER
--	----------------------

SITE NEAR HALLSVILLE, MISSOURI	PROJECT MARSHALL LANE BRIDGE
--	--

GRAPHIC LOG	DESCRIPTION	DEPTH, ft.	USCS SYMBOL	SAMPLES				TESTS			
				NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
	GROUND SURFACE ELEVATION: 101.5 ft										
1	12" GRAVEL: FILL: gravelly lean to fat clay, brown	100.5		PA							
	-: lean clay, gray and brown, with silt, trace organics										
8		93.5		PA							
	LEAN CLAY: brown with gray, with silt, medium stiff		CL	2	ST	24		22	102	2000* 1690	
13		88.5		PA							
	LEAN TO FAT CLAY: gray with reddish brown, trace black, trace silt, trace organics, stiff		CL CH	3	ST	23		26	97	2000* 2860	
	-: gray, with sand, soft										
28.5		73		CL CH	4	ST	24		22	104	1500* 710
	-: brown										
				PA							
				CL CH	5	ST	0				
				PA							
	AUGER REFUSAL AT 28.5 FEET ON APPARENT LIMESTONE										

note
auger
sample

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 ∇ 18 WS ∇ WL ∇ ∇ WL	<h1 style="margin: 0;">Terracon</h1>	BORING STARTED 11-12-06 BORING COMPLETED 11-12-06 RIG IPES FOREMAN MC APPROVED JMK JOB # 09065134
--	--------------------------------------	--

BOREHOLE 09065134.GPJ TERRACON.GDT 5/21/07

LOG OF BORING NO. B-01

CLIENT BOONE COUNTY PUBLIC WORKS	ARCHITECT / ENGINEER
SITE NEAR HALLSVILLE, MISSOURI	PROJECT MARSHALL LANE 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
	GROUND SURFACE ELEVATION: 102 ft									
1	12" GRAVEL: FILL: gravelly lean to fat clay, brown -: lean to fat clay, brown, and gray, with silt, trace organics and gravel	101		1	AS			5		
8		94		2	ST	17		22	103	8500*
13	LEAN CLAY: brown, trace reddish brown, with silt, trace gravel, medium stiff	89	CL	3	ST	23		30	92	2000* 1440
18	LEAN TO FAT CLAY: gray and greenish gray, with sand and gravel, possible cobbles, medium stiff (Possible Glacial Drift)	84		4	ST	23		20	101	2000*
23	FAT CLAY: gray with yellowish and reddish brown, trace sand and gravel, possible cobbles, stiff to very stiff (Glacial Drift)	79	CH	5	ST	24		26	100	5000* 3970
25.5	SHALEY FAT CLAY: reddish brown, trace gray, trace gravel, hard (Glacial Drift)	76.5		6	ST	21		19	116	9000+*
26.5	LIMESTONE***:	75.5								
	AUGER REFUSAL AT 26.5 FEET									

***Classifications and stratigraphic boundaries estimated from disturbed samples. Core samples and petrographic analysis may reveal other rock types and stratigraphic classifications.

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	∇ NONE	WS	∇ NONE	AB
WL	∇		∇	
WL				



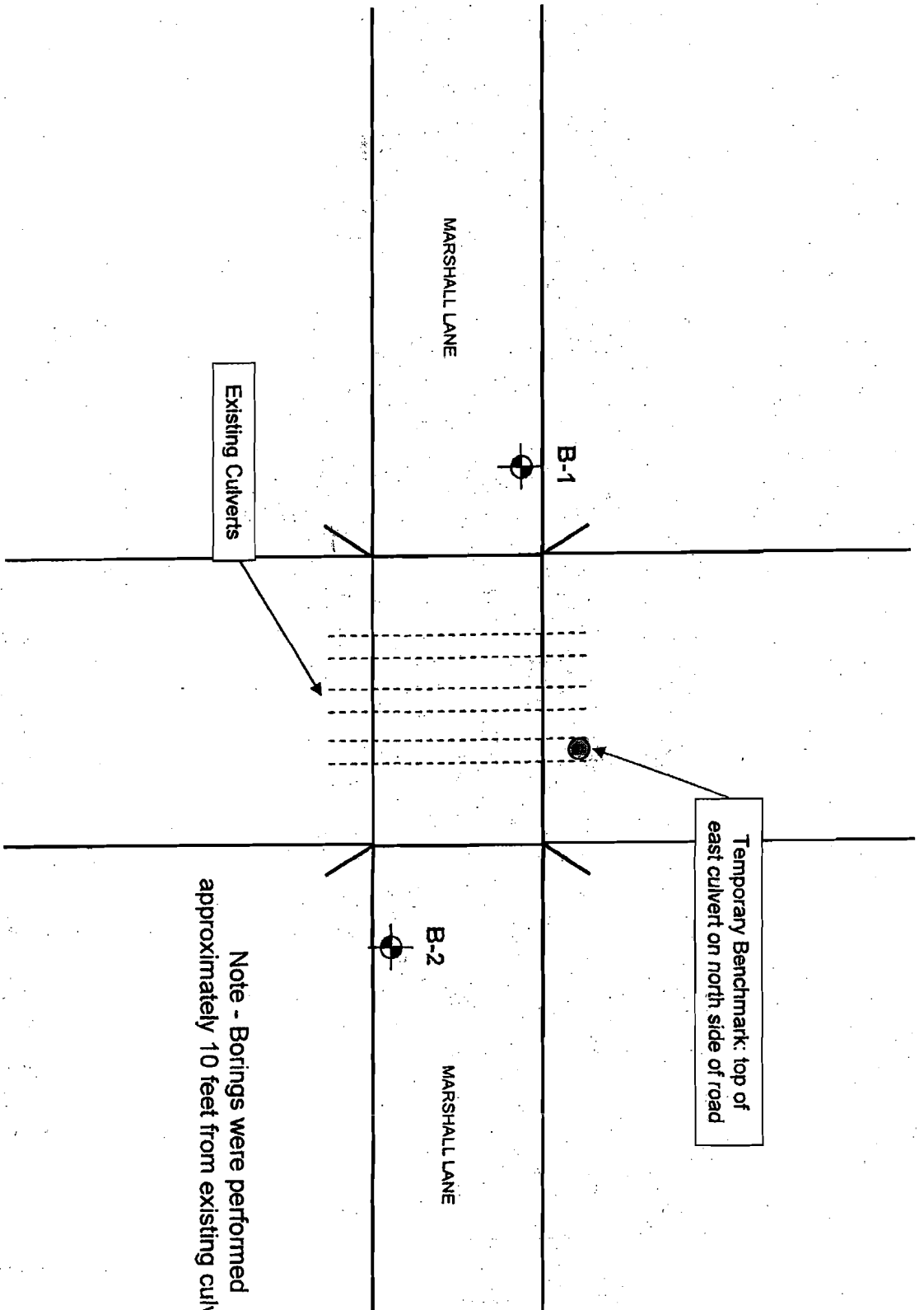
BORING STARTED		11-12-06	
BORING COMPLETED		11-12-06	
RIG	IPES	FOREMAN	MC
APPROVED	JMK	JOB #	09065134

BOREHOLE 09065134.GPJ TERRACON.GDT 5/2/107



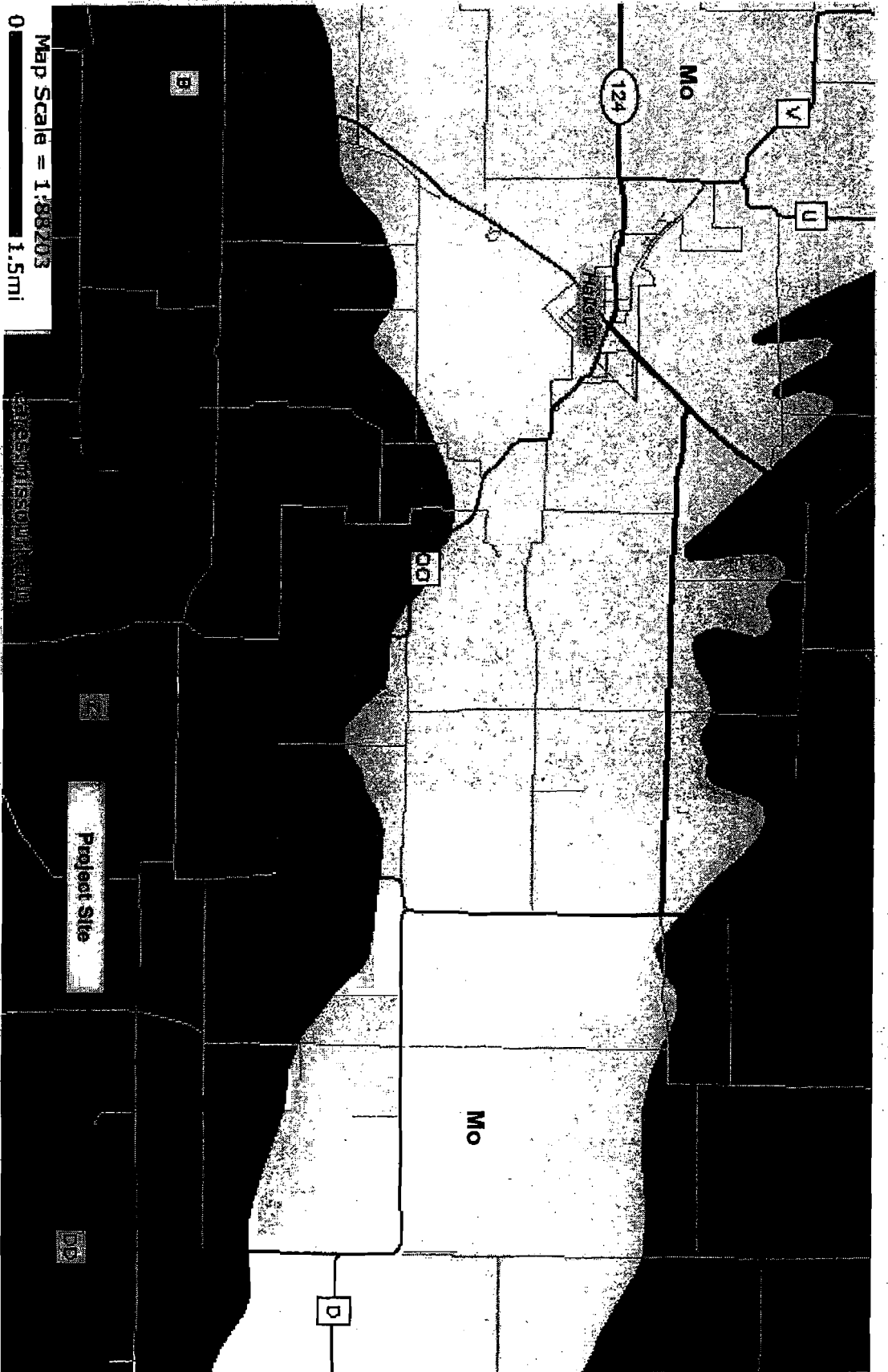
NOT TO
SCALE

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS
NOT INTENDED FOR CONSTRUCTION PURPOSES.



Note - Borings were performed
approximately 10 feet from existing culverts.

BORING LOCATION DIAGRAM MARSHALL LANE BRIDGE BOONE COUNTY, MISSOURI	
Project Manager: JMK	Terracon 3601 Moline Court, Suite A Columbia, Missouri 65202
Reviewed By: EHL	
Drawn by: JMK	
Project No. 09065134	January 2007



Map Scale = 1:88,203
 0 1.5mi



CARES
 Center for Agricultural Resources
 and Environmental Systems

Geologic Map Source: <http://ims.missouri.edu/ncims/>

GEOLOGIC MAP
 MARSHALL LANE BRIDGE ROAD
 BOONE COUNTY, MISSOURI

Project Manager: JMK

Reviewed By: EHL

Drawn by: JMK

Terracon

3601 Mojave Court, Suite A
 Columbia, MO 65202

Project No. 09065134

January 3, 2007